



## TOWN OF CUTLER BAY

Mayor Paul S. Vrooman  
Vice Mayor Edward P. MacDougall  
Councilmember Timothy J. Meerbott  
Councilmember Ernest N. Sochin  
Councilmember Peggy R. Bell

Town Manager Steven Alexander  
Town Attorney Mitchell Bierman  
Town Attorney Chad Friedman  
Town Clerk Erika Santamaria

This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (305) 234-4262 for assistance no later than four days prior to the meeting.

### TOWN COUNCIL MEETING AGENDA

Wednesday, July 18, 2007

7:00 PM

South Dade Regional Library  
10750 SW 211<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Cutler Bay, Florida 33189

**1. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE**

**2. PROCLAMATIONS, AWARDS, PRESENTATIONS**

A. Proclamation presentation to Senator Larcenia Bullard

**3. APPROVAL OF MINUTES**

A. Regular Council Meeting – June 20, 2007

TAB 1

**4. REPORTS**

- A. TOWN MANAGER'S REPORT
- B. TOWN ATTORNEY'S REPORT
- C. BOARD AND COMMITTEE REPORTS

**5. CONSENT AGENDA**

ANY ITEMS SHALL BE REMOVED FROM THE CONSENT AGENDA FOR DISCUSSION OR SEPARATE VOTE IF REQUESTED OR PULLED BY A COUNCILMEMBER OR THE TOWN MANAGER.

A. A RESOLUTION OF THE MAYOR AND THE TOWN COUNCIL OF THE TOWN OF CUTLER, BAY, FLORIDA APPROVING THE INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND

TAB 2

THE TOWN OF CUTLER BAY AUTHORIZING PAYMENT TO THE TOWN OF ITS PORTION OF FLORIDA POWER & LIGHT ELECTRIC FRANCHISE FEES ARISING PURSUANT TO COUNTY ORDINANCE NO. 89-91 GRANTING A NON-EXCLUSIVE ELECTRIC FRANCHISE TO FLORIDA POWER & LIGHT; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.

**B.** A RESOLUTION OF THE MAYOR AND THE TOWN COUNCIL OF THE TOWN OF CUTLER, BAY, FLORIDA APPROVING THE SUBGRANT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY PROVIDING FOR PAYMENT TO THE TOWN OF THE BALANCE OF THE SAFE NEIGHBORHOOD PARKS SIXTH BOND SERIES ALLOCATED TO CUTLER RIDGE PARK AND CUTLER RIDGE POOL IN AN AMOUNT NOT TO EXCEED \$640,455; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SUBGRANT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 3

**C.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, STATING THAT THE TOWN SHALL COMPLY WITH ALL STATE AND FEDERAL REQUIREMENTS WITH RESPECT TO EMPLOYEES ABSENT FROM WORK FOR SERVICE IN THE UNIFORMED SERVICES; ESTABLISHING THAT THE TOWN SHALL NOT PAY SUPPLEMENTAL PAY FOR EMPLOYEES ABSENT FROM WORK FOR SERVICE IN THE UNIFORMED SERVICES UNLESS REQUIRED TO DO SO BY LAW OR WHERE TOWN COUNCIL, IN ITS SOLE DISCRETION, DETERMINES THAT CIRCUMSTANCES SO WARRANT; AND PROVIDING AN EFFECTIVE DATE. (MACDOUGALL)

TAB 4

**D.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, IN SUPPORT OF ADMINISTRATIVE ORDER NO. \_\_\_ "MILITARY LEAVE FOR ACTIVE MILITARY SERVICE"; AND PROVIDING AN EFFECTIVE DATE. (VROOMAN)

TAB 5

**E.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR BUILDING AND PERMITTING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 6

**F.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA; DETERMINING THE PROPOSED MILLAGE RATE, AND THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND BUDGET HEARINGS AS REQUIRED

TAB 7

BY LAW; DIRECTING THE CLERK OR HER DESIGNEE TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER AND TAX COLLECTOR OF MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

**6. QUASI-JUDICIAL HEARINGS (PUBLIC HEARING REQUIRED)**

ALL PERSONS ADDRESSING THE TOWN COUNCIL SHALL BE SWORN-IN PRIOR TO GIVING TESTIMONY AND MAY BE SUBJECT TO CROSS EXAMINATION. ALL PERSONS ADDRESSING THE TOWN COUNCIL SHALL STATE THEIR NAME AND ADDRESS FOR THE RECORD.

**7. ORDINANCES FOR FIRST READING (PUBLIC HEARING NOT REQUIRED)**

A. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING CHAPTER 33 "ZONING," SECTION 33-304 "APPLICATIONS" BY PROVIDING FOR REGULATIONS FOR FILING OF APPLICATIONS; PROVIDING FOR REGULATIONS FOR RE-FILING OF APPLICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 8

B. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR REGULATIONS OF "OPEN HOUSE" SIGNS; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 9

**8. ORDINANCES FOR FIRST READING (PUBLIC HEARING REQUIRED)**

**9. ORDINANCES FOR SECOND READING (PUBLIC HEARING REQUIRED)**

A. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR COMPREHENSIVE REGULATIONS RELATING TO GARAGE SALES; PROVIDING FOR PENALTIES; AND PROVIDING FOR AN EFFECTIVE DATE. **(VROOMAN)**

TAB 10

B. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, FORMALLY REPEALING CERTAIN PROVISIONS RELATED TO NONRESIDENTIAL SETBACKS WITHIN CHAPTER 33 "ZONING," ARTICLE II "BUILDING CONTENT, SETBACKS AND AREA OF SITES;" AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 11

**10. PUBLIC COMMENTS**

THE PRESIDING OFFICER SHALL HAVE THE DISCRETION TO LIMIT THE LENGTH OF PUBLIC COMMENTS IN THE INTEREST OF TIME IN ORDER TO ALLOW ALL PERSONS WHO WISH TO SPEAK AN OPPORTUNITY TO DO SO.

**11. MAYOR AND COUNCIL COMMENTS**

**12. OTHER BUSINESS**

**13. ADJOURNMENT**

- A.**     Regular Town Council Meeting  
          Wednesday, August 15, 2007, 7:00 P.M.  
          South Dade Regional Library  
          10750 SW 211<sup>th</sup> ST, 2<sup>nd</sup> Floor

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

TAB 1

**TOWN OF CUTLER BAY  
TOWN COUNCIL MEETING  
MINUTES**

Wednesday, June 20, 2007

7:00 PM

Cutler Ridge Park  
10100 Southwest 200<sup>th</sup> Street  
Cutler Bay, Florida 33189

**1. CALL TO ORDER/ROLL CALL OF MEMBERS:** The meeting was called to order by the mayor at 7:15 PM. Present were the following:

Councilmember Peggy R. Bell  
Councilmember Ernest N. Sochin  
Vice Mayor Edward P. MacDougall  
Mayor Paul S. Vrooman

Town Manager Steven J. Alexander  
Town Attorney Richard Weiss  
Town Attorney Chad Friedman  
Town Clerk Erika Gonzalez-Santamaria

Councilmember Timothy J. Meerbott was absent.

Eagle Scout Brandon Wendel led the pledge of allegiance.

**2. PROCLAMATIONS, AWARDS, PRESENTATIONS:**

**A.** The Mayor presented Brandon Wendel, Eagle Scout honoree, with a proclamation for his achievement for receiving the highest rank in the Boy Scouts.

**3. APPROVAL OF MINUTES:**

**A.** The Town Clerk mentioned that the minutes for the May 16, 2007 meeting had to be corrected, under the Town Manager's report the minutes should state that \$20 million for the Old Cutler Road improvements are from the Commissioner Sorenson's PTP funds and state funds. Councilmember Bell made a motion approving the amended minutes of the meeting of May 16, 2007. The motion was seconded by Councilmember Sochin and adopted by a unanimous 4-0 voice vote. The vote was as follows: Councilmembers Bell, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

**B.** Councilmember Sochin made a motion approving the minutes of the special meeting of May 21, 2007. The motion was seconded by Vice Mayor MacDougall and adopted by a unanimous 4-0 voice vote. The vote was as follows: Councilmembers Bell, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

**4. REPORTS**

**A. TOWN MANAGER'S REPORT**

The Town Manager reported that he has been discussing town street signs that have been missing since Hurricane Andrew with the County. He stated that the Town has taken over the signage program to expedite the putting up of downed signs. The parks interlocal is still in the hands of the County Commission and the Manager later indicated that the parks interlocal agreement did not make the County Commission agenda, but the QNIP did. The Manager reported on legislative issues such as property taxes, he mentioned that the Finance Director and the Manager have had long discussions with the Department of Revenue of the state. He stated that the second Town newsletter has been printed and mailed. He spoke of the banners that have been placed on light poles around Town, welcoming drivers and people to the Town. He mentioned that the CERT team will assist in training members of Town staff to become certified members for the hurricane season and other emergency matters. The Manager reported that the Police department received two more officers and by the end of the year the Town will have a full staffed police enforcement unit.

**B. TOWN ATTORNEY'S REPORT**

Richard Weiss, Town Attorney, introduced himself to the Council and members of the public since Mitchell Bierman was out of Town.

**C. BOARD AND COMMITTEE REPORTS**

**5. CONSENT AGENDA:**

- A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, IN SUPPORT OF THE SOUTH WATER MANAGEMENT DISTRICT'S REQUEST FOR CONGRESSIONAL APPROPRIATION OF FUNDS NECESSARY TO BRING THE HERBERT HOOVER DIKE INTO COMPLIANCE WITH CURRENT LEVEE PROTECTION SAFETY STANDARDS AND TO EXPIDITE FUNDING FOR THE IMPROVEMENTS THROUGH PROMPT ENACTMENT OF THE ENERGY AND WATER APPROPRIATIONS BILL OR SOME OTHER MECHANISM; AND PROVIDING AN EFFECTIVE DATE. (VROOMAN)**
  
- C. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR APPROPRIATIONS AND INTERGOVERNMENTAL CONSULTING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.**
  
- D. A RESOLUTION OF THE MAYOR AND THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING CLOSURE OF THE PORTIONS OF SOUTHWEST 97<sup>TH</sup> AVENUE, SOUTHWEST 224<sup>TH</sup> STREET, AND SOUTHWEST 232<sup>ND</sup> STREET LOCATED WITHIN THE BOUNDARIES OF THE TOWN OF CUTLER BAY TO NON-OFFICIAL VEHICULAR TRAFFIC; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND, PROVIDING FOR AN EFFECTIVE DATE.**

Vice Mayor MacDougall pulled Item B from the Consent Agenda.

Councilmember Bell made a motion to approve the Consent Agenda as amended. The motion was seconded by Vice Mayor MacDougall and Resolutions 07-28 through 07-30 was adopted by unanimous 4-0 voice vote. The vote was as follows: Councilmembers Bell, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The town clerk read the following resolution for consideration:

- B.** A RESOLUTION OF THE TOWN OF CUTLER BAY, FLORIDA, EXPRESSING SUPPORT OF THE HAITIAN IMMIGRANTS BASED ON THE "WET-FOOT/DRY-FOOT" POLICY AND URGING PRESIDENT GEORGE W. BUSH AND THE UNITED STATES CONGRESS TO RESCIND THE DISCRIMINATORY IMMIGRATION POLICIES AGAINST HAITIAN IMMIGRANTS AND CALLING FOR THE EQUAL TREATMENT OF ALL IMMIGRANTS; AND PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES. **(SOCHIN)**

Councilmember Sochin made a motion to approve the resolution. There was no second. The motion died and no further action was taken on the item.

The town clerk read the following resolution for consideration:

- E.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, SUPPORTING MIAMI-DADE COUNTY'S PROPOSED AMENDMENTS TO THE PERRINE COMMUNITY URBAN CENTER REGULATIONS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Bell made a motion to approve the resolution. The motion was seconded by Vice Mayor MacDougall and Resolution 07-31 was adopted by unanimous 4-0 voice vote. The vote was as follows: Councilmembers Bell, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

**6. QUASI-JUDICIAL HEARINGS (PUBLIC HEARING REQUIRED)**

**ALL PERSONS ADDRESSING THE TOWN COUNCIL SHALL BE SWORN-IN PRIOR TO GIVING TESTIMONY AND MAY BE SUBJECT TO CROSS EXAMINATION. ALL PERSONS ADDRESSING THE TOWN COUNCIL SHALL STATE THEIR NAME AND ADDRESS FOR THE RECORD.**

- A.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A REQUEST BY NATIONAL INVESTMENT GROUP TO WAIVE 15 FEET OF THE ZONED RIGHT-OF-WAY FOR PROPERTY GENERALLY LOCATED NORTH OF THE INTERSECTION OF S.W. 213<sup>TH</sup> STREET AND OLD CUTLER ROAD (FOLIO# 36-6008-005-0090); AND PROVIDING FOR AN EFFECTIVE DATE.

Don O'Donniley, the Planning Director, gave a brief report on the ordinance.



Rosa Polatnick, 2840 Southwest 32 Avenue, the applicant, addressed the Council.

The Mayor opened the public hearing. Robert Wagner, 9942 Southwest 196 Street and Beth Parets, 19701 Holiday Road, addressed Council.

Councilmember Sochin made a motion to approve the resolution. The motion was seconded by Councilmember Bell and Resolution 07-32 was adopted by unanimous 4-0 voice vote. The vote was as follows: Councilmembers Bell, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

- B.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, GRANTING FINAL PLAT APPROVAL FOR MPG 216<sup>TH</sup> STREET LIMITED, CONSISTING OF APPROXIMATELY 18.52 ACRES, GENERALLY LOCATED SOUTH S.W. 216<sup>TH</sup> STREET, WEST S.W. 87<sup>TH</sup> AVENUE, EAST S.W. 97<sup>TH</sup> AVENUE, AND NORTH OF S.W. 224<sup>TH</sup> STREET, AS LEGALLY DESCRIBED IN EXHIBIT "A;" AND PROVIDING FOR AN EFFECTIVE DATE.

Don O'Donniley, the Planning Director, gave a brief report on the ordinance.

Paul Fraum, 1803 Briar Creek Boulevard, the applicant, addressed the Council.

The Mayor opened the public hearing. John Porter, 9001 Southwest 188 Terrace and Padraig Rousseau, 19791 Southwest 101 Court, addressed Council.

Councilmember Bell made a motion to approve the resolution. The motion was seconded by Vice Mayor MacDougall and Resolution 07-33 was adopted by unanimous 4-0 voice vote. The vote was as follows: Councilmembers Bell, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

- C.** AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, GRANTING THE REQUEST OF SIRE USA CORP. FOR A REZONING FROM AU (AGRICULTURAL) TO RU-1 (SINGLE-FAMILY RESIDENTIAL) FOR PROPERTY GENERALLY LOCATED SOUTH OF S.W. 198TH STREET, NORTH OF S.W. 199TH STREET, EAST OF S.W. 87TH AVENUE, AND WEST OF S.W. 85TH AVENUE, AS LEGALLY DESCRIBED IN EXHIBIT "A," CONSISTING OF APPROXIMATELY 41,885 SQ. FT.; AND PROVIDING FOR AN EFFECTIVE DATE. (SECOND READING)

Don O'Donniley, the Planning Director, gave a brief report on the ordinance.

Terry Nagel, , representing the applicant, addressed the Council.

The Mayor opened the public hearing. John Hart, 8440 Southwest 198 Street and Padraig Rousseau, 19791 Southwest 101 Court, addressed Council.

Councilmember Sochin made a motion to approve the resolution. The motion was seconded by Vice Mayor MacDougall and Ordinance 07-18 was adopted by unanimous 4-0 voice vote. The vote was as follows: Councilmembers Bell, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

**7. ORDINANCES FOR FIRST READING (PUBLIC HEARING NOT REQUIRED)**

The clerk read the following ordinance, on first reading, by title:

- A. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR COMPREHENSIVE REGULATIONS RELATING TO GARAGE SALES; PROVIDING FOR PENALTIES; AND PROVIDING FOR AN EFFECTIVE DATE. (VROOMAN)**

The Local Planning Agency submitted a recommendation for adoption of the ordinance.

Don O'Donniley, the Planning Director, gave a brief report on the ordinance.

Councilmember Bell made a motion to approve the ordinance on first reading. The motion was seconded by Councilmember Sochin and the ordinance was approved by unanimous 4-0 roll call vote. The vote was as follows: Councilmembers Bell, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The ordinance will be on second reading July 18, 2007.

The clerk read the following ordinance, on first reading, by title:

- B. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, FORMALLY REPEALING CERTAIN PROVISIONS RELATED TO NONRESIDENTIAL SETBACKS WITHIN CHAPTER 33 "ZONING," ARTICLE II "BUILDING CONTENT, SETBACKS AND AREA OF SITES;" AND PROVIDING FOR AN EFFECTIVE DATE.**

Don O'Donniley, the Planning Director, gave a brief report on the ordinance.

Vice Mayor MacDougall made a motion to approve the ordinance on first reading. The motion was seconded by Councilmember Sochin and the ordinance was approved by unanimous 4-0 roll call vote. The vote was as follows: Councilmembers Bell, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The ordinance will be on second reading July 18, 2007.

**8. ORDINANCES FOR FIRST READING (PUBLIC HEARING REQUIRED)**

**9. ORDINANCES FOR SECOND READING (PUBLIC HEARING REQUIRED)**

The clerk read the following ordinance, on second reading, by title:

- A.** AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING A SENIOR CITIZEN HOMESTEAD TAX EXEMPTION RELATING TO AD VALOREM TAXATION; PROVIDING FOR AN ADDITIONAL HOMESTEAD EXEMPTION FOR CERTAIN QUALIFYING LOW INCOME SENIOR CITIZENS TO BE APPLIED TO MILLAGE RATES LEVIED BY THE TOWN; PROVIDING FOR THE SUBMISSION OF AN ANNUAL APPLICATION AND SUPPORTING DOCUMENTATION TO THE MIAMI-DADE COUNTY PROPERTY APPRAISER; PROVIDING FOR WAIVER OF EXEMPTION; PROVIDING FOR AN ANNUAL INCREASE IN THE INCOME LIMITATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE. **(VROOMAN)**

The Mayor opened the public hearing. Robert Wagner, 9942 Southwest 196 Street addressed Council.

Vice Mayor MacDougall made a motion to approve the ordinance on second reading. The motion was seconded by Councilmember Bell and Ordinance 07-16 was approved by unanimous 4-0 roll call vote. The vote was as follows: Councilmembers Bell, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

- B.** AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA COMPREHENSIVELY UPDATING AND REVISING CHAPTER 33 "ZONING" ARTICLE IV "TOWERS, POLES AND MASTS" RELATING TO WIRELESS SUPPORTED SERVICE FACILITIES; AMENDING THE LIST OF THE PERMITTED USES IN THE RU-3M, RU-4, RU-4L, RU-4M ZONING DISTRICTS RELATING TO WIRELESS SUPPORTED SERVICE FACILITIES; AND PROVIDING FOR AN EFFECTIVE DATE. **(BELL)**

Scott Robin, Town Attorney, addressed the Council.

The Mayor opened the public hearing. Bill Meikeljohn, 9311 Sterling Drive, Padraig Rousseau, 19791 Southwest 101 Court, John Porter, 9001 Southwest 188 Street, addressed Council.

Councilmember Bell made a motion to approve the ordinance on second reading. The motion was seconded by Councilmember Sochin and the ordinance was approved by unanimous 4-0 roll call vote. The vote was as follows: Councilmembers Bell, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

## **10. PUBLIC COMMENTS**

**THE PRESIDING OFFICER SHALL HAVE THE DISCRETION TO LIMIT THE LENGTH OF PUBLIC COMMENTS IN THE INTEREST OF TIME IN ORDER TO ALLOW ALL PERSONS WHO WISH TO SPEAK AN OPPORTUNITY TO DO SO.**

The following individuals spoke: Bill Meikeljohn, 9311 Sterling Drive, Padraig Rousseau, 19791 Southwest 101 Court, and John Porter, 9001 Southwest 188 Street.

## 11. MAYOR AND COUNCIL COMMENTS

Councilmember Bell announced that the Town will be conducting the first Town Hall meeting at East Ridge Park on July 16<sup>th</sup> at 7:00 PM. Member Bell also reminded the public that the Adopt-a-Tree program will be underway on June 23<sup>rd</sup> at Cutler Ridge Park, individuals may donate their trees to the Town for planting.

Councilmember Sochin spoke of the new trash pick-up system. He stated that there is a new system in place that scans the individual trash bin, it is weighed and time stamped, and then a device is set in place to shake the bin to make sure it empties. Member Sochin said there should be no excuse for missed trash pick-ups. He indicated to contact the County for any missed trash pick-ups.

Mayor Vrooman discussed the tornado that ripped through an area of the Town. He thanked the Manager, the Commander of Police, Sherry Capers, and Town Staff for all their help and assistance that evening. He also mentioned that the Police Department was also called out that same morning in response to an armed robbery at a local restaurant while they were responding to the tornado issue. The Mayor graciously thanked the Police Department for all there efforts.

12. **OTHER BUSINESS:** None at this time.

## 13. ADJOURNMENT

The next council meeting will be held on July 18, 2007, at South Dade Regional Library.

The meeting was officially adjourned at 9:35 P.M.

*Respectfully submitted:*

---

*Erika Gonzalez-Santamaria, CMC  
Town Clerk*

*Adopted by the Town Council on  
this 20<sup>th</sup> day of June, 2007.*

---

*Paul S. Vrooman, Mayor*

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

TAB 2

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND THE TOWN COUNCIL OF THE TOWN OF CUTLER, BAY, FLORIDA APPROVING THE INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY AUTHORIZING PAYMENT TO THE TOWN OF ITS PORTION OF FLORIDA POWER & LIGHT ELECTRIC FRANCHISE FEES ARISING PURSUANT TO COUNTY ORDINANCE NO. 89-91 GRANTING A NON-EXCLUSIVE ELECTRIC FRANCHISE TO FLORIDA POWER & LIGHT; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in 1989 Miami-Dade County (the “County”) enacted Ordinance No. 89-81 (the “Franchise Ordinance”) which granted a non-exclusive electric franchise to Florida Power and Light (“FPL”) to utilize public rights-of-way throughout the unincorporated and incorporated areas of Miami-Dade County, Florida, in exchange for which Florida Power & Light (“FPL”) paid the County certain franchise fees (“Franchise Fees”); and

**WHEREAS**, effective upon the creation of the Town on November 8, 2005, the Town is entitled to a portion of the Franchise Fees remitted by FPL to the County for rights to utilize public right-of-way located within the Town, pursuant to the Franchise Ordinance; and

**WHEREAS**, the Town and the County desire to enter into this Interlocal Agreement to provide the terms and conditions upon which the County shall pay the Town its portion of the FPL Franchise Fees, including (a) the methodology for calculating Town’s portion of the Franchise Fees; and (b) the time frame for payment of the franchise fees to the Town; and

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2. Interlocal Agreement Approved.** The Interlocal Agreement between Miami-Dade County and the Town of Cutler Bay for the County’s payment to the Town of its portion of FPL Franchise Fees under the Franchise Ordinance is approved in the form attached as Exhibit “A” (“Interlocal Agreement”).

**Section 3. Implementation.** The Town Mayor is authorized to execute the Interlocal Agreement on behalf of the Town.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

\_\_\_\_\_  
PAUL S. VROOMAN, Mayor

Attest:

\_\_\_\_\_  
ERIKA GONZALEZ-SANTAMARIA, CMC  
Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE TOWN OF CUTLER BAY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN PASTORIZA  
COLE & BONISKE, P.L.  
Town Attorney

Moved By:  
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman	_____
Vice Mayor Edward P. MacDougall	_____
Councilmember Peggy R. Bell	_____
Councilmember Timothy J. Meerbott	_____
Councilmember Ernest N. Sochin	_____



**EXHIBIT A**

**INTERLOCAL AGREEMENT**

This Interlocal Agreement (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between Miami-Dade County, a political subdivision of the State of Florida (the “County”), and the Town of Cutler Bay, a Florida municipality (the “Town”).

**RECITALS**

Whereas, in 1989, County enacted Ordinance 89-81 (the “Franchise Ordinance”), which granted a non-exclusive electric franchise to Florida Power & Light (“FP&L”) to utilize public rights of way throughout the unincorporated and incorporated areas of Miami-Dade County, Florida, in return for FP&L paying County certain franchise fees (the “Franchise Fees”); and

WHEREAS, the Town was created on November 8, 2005, as authorized by Miami-Dade County Ordinance 05-166; and

WHEREAS, County and Town wish to enter into this agreement for payment of that portion of the Franchise Fees remitted by FP&L to County for rights to utilize public right-of-way located within Town “(Town Fees”).

NOW, THEREFORE, in consideration of the mutual benefits derived therefrom, the parties covenant and agree as follows:

I. **OBLIGATIONS OF THE COUNTY**

1.1 The County shall:

1.1.1 For so long as the Franchise Ordinance is in effect and enforceable, pay to the Town all Town fees received by County from FP&L on July 1, 2007 and on each July 1 thereafter. Such payment shall be made within forty-five (45) days of County's receipt of Town Fees from FP&L.

1.1.2 Execute any and all documents which FP&L may reasonably require in order to identify Town Fees:

1.1.3 Beginning with the remittance of the City Fees for the Fiscal Year 2006-07 and for so long as the Franchise Ordinance is in effect and enforceable, the County shall determine that amount of the Town Fees to be remitted by the County to the Town utilizing the methodology as outlined in this agreement. Regarding the determination of the Franchise Fees to be submitted to the municipalities of Aventura, Key Biscayne, Pinecrest, Sunny Isles Beach, Palmetto Bay, Doral, Miami Gardens, Cutler Bay and Miami Lakes (collectively, the "Cities") by the County, the following methodology shall be utilized as follows:

a. Determine from FP&L's records the total amount due to the Cities, the Unincorporated Municipal County Service Area (UMSA), and any new municipality which is created after the effective date of this addendum but before the expiration of the Franchise Ordinance (collectively, the "Recipients") based on six percent of the FP&L gross

revenues attributable to service being provided within the corporate limits and service area of the Recipients for the respective calendar year (“Gross Revenues”).

b. Subtract from Gross Revenues the amount of municipal real and personal property taxes paid by FP&L on its real and personal property within the respective corporate limits and service areas of the Recipients during the respective calendar year (“Municipal Taxes”).

c. Subtract from the Gross Revenues the total Countywide operating and debt service, Fire, Library, Florida Inland Navigation, and Everglades Project, South Florida Water Management District property taxes and other applicable taxes (“Regional Taxes”) paid by the FP&L on its real and personal property within the respective corporate limits and service areas of the Recipients excluding any Regional Taxes paid on real and property associated with the Turkey Point and Cutler Power Generating Facilities properties.

d. Determine the difference of the Gross Revenue less the Municipal Taxes and the Regional Taxes as defined above in items b and c (“Adjusted Franchise Fees”).

e. Subtract from the Adjusted Franchise Fees for each City the equivalent Regional Taxes paid by FP&L for property in cities which have a separately executed franchise agreement with FP&L which was in effect as of the date of the Franchise Ordinance and the Regional Taxes paid by FP&L on Turkey Point and Cutler Power Generating Facilities that is recognized as a deduction by FP&L for the remittance of Franchise Fees to the County apportioned among the Recipients and based on the percent of each recipient’s Adjusted Recipient Revenue to the total Adjusted Recipient for all recipients, (Prorated Amount).

f. The amount of the Franchise Fees to be paid by the County to the Cities shall be determined by subtracting from the Adjusted Recipient Revenue the apportioned Regional Taxes paid by FP&L on property in cities which have a separately executed franchise agreement as referenced in item e above (the Net Franchise Fees).

1.1.4 Following request of the Town, Coincident with the annual calculation of the Net Franchise Fees to be remitted to the Town by the County, the County simultaneous with each payment of Town Fees to the Town, shall provide copies of all supporting documentation that is received from FP&L;

1.1.4 Maintain accurate and complete books, records and documents, sufficient to reflect properly all receipt of Town Fees for a period of three years following receipt and payment to the Town under this Agreement, and

2. **TERM**

The provisions of this Agreement relating to Franchise Fees shall be in full force and effect for a period commencing on the day of execution and terminating upon expiration of the full term of the Franchise Ordinance.

3. **GOVERNING LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation between the parties for any controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

4. **ENTIRETY OF AGREEMENT**

This Agreement incorporated and includes all prior negotiation, correspondence, conversations, agreements and understanding applicable to the Town Fees and contains the entire agreement between the parties. Accordingly, it is agreed that no

deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written, and that this Agreement may be modified, altered or amended only by written agreement duly executed by all parties hereto to their authorized representatives.

5. **HEADINGS**

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

6. **RIGHTS OF OTHERS**

Nothing in this Agreement, expressed or implied is intended to confer upon any person, other than the parties hereto, any rights or remedies under or by reason of this Agreement.

7. **REPRESENTATION BY TOWN AND COUNTY**

Each party represents that this Agreement has been duly approved and executed by its governing body and that it has the required power and authority to enter into and perform the obligations under this Agreement.

8. **INVALIDATION OF PROVISIONS, SEVERABILITY**

Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provision of this

Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

9.

**NOTICE**

Notices to the parties as provided for herein shall be sufficient if sent by hand-delivery, federal express or certified mail, return receipt requested, addressed as follows:

if to the County:

Miami-County Manager  
Suite 2900  
Stephen P. Clark Center  
111 NW First Street  
Miami, Florida 33128-1993

with a required copy to:

Miami-Dade County Attorney  
Suite 2800  
Stephen P. Clark Center  
111 NW First Street  
Miami, Florida 33128-1993

if to the Town:

Town Manager  
Town of Cutler Bay

with a required copy to:

or such other respective address as the parties may designate to each other in writing from time-to-time.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed on their behalf as of the date first above written.

TOWN OF CUTLER BAY, a municipal corporation

ATTEST:

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Town Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Town Attorney

MIAMI-DADE COUNTY, a Political subdivision of the State of Florida

ATTEST:  
HARVEY RUVIN, Clerk

By its Board of County Commissioners

\_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
County Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
County Attorney



TAB 3

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND THE TOWN COUNCIL OF THE TOWN OF CUTLER, BAY, FLORIDA APPROVING THE SUBGRANT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY PROVIDING FOR PAYMENT TO THE TOWN OF THE BALANCE OF THE SAFE NEIGHBORHOOD PARKS SIXTH BOND SERIES ALLOCATED TO CUTLER RIDGE PARK AND CUTLER RIDGE POOL IN AN AMOUNT NOT TO EXCEED \$640,455; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SUBGRANT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Miami-Dade County (the “County”) enacted Ordinance No. 96-115 authorizing the issuance of \$200 million dollars in general obligation bonds for park projects (the “Safe Neighborhood Parks Ordinance”); and

**WHEREAS**, Section 3(a)(1)(ii) and Section 3(a)(2) of the Safe Neighborhood Parks Ordinance covering Grants for Specific Projects to municipalities and UMSA allocated funds to the Miami-Dade County Parks and Recreation Department for park development, improvements, rehabilitation, restoration or acquisition of real property for parks, including Cutler Ridge Park and Cutler Ridge Pool within the Town of Cutler Bay; and

**WHEREAS**, the County Commission, recently adopted Resolution No. \_\_\_\_\_ conveying eight (8) parks in the Town of Cutler Bay to the Town of Cutler Bay (the “Town”) which included the Cutler Ridge Park and the Cutler Ridge Pool; and

**WHEREAS**, the County Commission, recently enacted Resolution No. \_\_\_\_\_ specifically authorizing the County Manager to execute subgrant agreements and other required contracts and documents to expend the Safe Neighborhood Parks bond funds received for the purposes outlined in the funding request; and

**WHEREAS**, the Safe Neighborhood Parks Sixth Bond Series (2005) allocated a combined total of \$749,727 for design, development and improvements at the Cutler Ridge Park and the Cutler Ridge Pool, of which \$109,272 has already been expended for these purposes by the County; and

**WHEREAS**, the County desires to pay the balance of the Safe Neighborhood Parks Sixth Bond Series (2005) in an amount not to exceed \$640,455 to the Town for the continued design, development, and improvements at the Cutler Ridge Park and the Cutler Ridge Pool; and

**WHEREAS**, the Town and the County desire to enter into this Subgrant Agreement to provide the terms and conditions upon which the County shall pay the balance of the Safe

Neighborhood Parks Sixth Bond Series (2005) funds in an amount not to exceed \$640,455 to the Town; and

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2. Subgrant Agreement Approved.** The Subgrant Agreement between Miami-Dade County and the Town of Cutler Bay for the County's payment to the Town of the balance of the Safe Neighborhood Parks Sixth Bond Series (2005) funds in an amount not to exceed \$640,455 is approved in substantially the same form attached as Exhibit "A" ("Subgrant Agreement").

**Section 3. Execution of Subgrant Agreement.** The Town Mayor is authorized to execute the Subgrant Agreement on behalf of the Town.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2007.

\_\_\_\_\_  
PAUL S. VROOMAN, Mayor

Attest:

\_\_\_\_\_  
ERIKA GONZALEZ-SANTAMARIA, CMC  
Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE TOWN OF CUTLER BAY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN PASTORIZA  
COLE & BONISKE, P.L.  
Town Attorney

Moved By:  
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman \_\_\_\_\_

Vice Mayor Edward P. MacDougall \_\_\_\_\_

Councilmember Peggy R. Bell \_\_\_\_\_

Councilmember Timothy J. Meerbott \_\_\_\_\_

Councilmember Ernest N. Sochin \_\_\_\_\_

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF MIAMI-DADE COUNTY AUTHORIZING  
EXECUTION OF A GRANT AGREEMENT WITH THE SAFE  
NEIGHBORHOOD PARKS BOND PROGRAM FOR 43  
SERIES 2005 SPECIFIED/PER CAPITA PROJECTS

**WHEREAS**, the citizens of Miami-Dade County have authorized the issuance of general obligation bonds (the "Bonds") for the purpose of financing capital improvement programs for certain parks, beaches, natural areas and recreation facilities; and

**WHEREAS**, to implement and give effect to the bond program, Miami-Dade County, Florida enacted Ordinance 96-115, the Safe Neighborhood Parks Ordinance (the "Ordinance"); and

**WHEREAS**, it is necessary and desirable to improve the quality of life, to benefit property values, to promote prevention of juvenile crime by providing positive recreation opportunities, and to improve the recreational facilities for youth, adult and senior citizens in this community through the improvement of our parks and natural areas; and

**WHEREAS**, in order to foster these important values, the projects more specifically listed below have been identified for reimbursement pursuant to the terms of the Ordinance; and

**WHEREAS**, pursuant to the terms of the Ordinance, the passage of this resolution and the acts contemplated by this resolution are conditions to obtaining a grant; and

**WHEREAS**, Miami-Dade County wishes to complete the grant process for the projects listed below subject to all terms and conditions of the Ordinance,

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY**

**COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that**

Section 1. Miami-Dade County hereby authorize the County Manager to complete the grant process for the projects and in the grant amounts listed below, and in connection with each project to execute such grant agreement, subgrant agreements and other required contracts and documents, to expend Safe Neighborhood Parks bond funds received for the purpose described in the funding request, to execute any necessary amendments to the grant agreement, subgrant agreement and other contracts and documents, and to take such other acts as may be necessary to bind Miami-Dade County and accomplish the intent of this resolution. Application has been made with respect to each of the following projects (the "Projects") in the amounts set forth below.

<u>GRANT TITLE</u>		<u>TOTAL GRANT</u>	
		<u>Specified</u>	<u>Per Capita</u>
A.D. Barnes Park	P		236,600
Architectural Barrier Removal	SR	714,879	
Benito Juarez	P		246,510
Black Point Park	SR	410,850	
Bunche Park	P		105,425
Camp Owaissa Bauer	SR	1,440,054	
Carol City Complex	P		550,000
Carol City YES Center	SR	1,776,060	
Chapman Field Park	SR	1,880,010	
Charles Deering Estate Outparcels	SR	495,495	
Crandon Park	SR	2,750,517	
Cutler Ridge Park	P		254,727
Deerwood Park	SU	792,000	
East Greynolds / Oleta River	SR	544,005	
Greynolds Park	SR	1,206,674	
Haulover Park	SR	774,467	
Highland Oaks Park	SU	754,380	
Hispanic Heritage Cultural Arts	SR	749,569	
Homestead Air Reserve Base	SU	1,389,831	
Homestead Bayfront Park	SR	821,700	

<u>GRANT TITLE</u>		<u>TOTAL GRANT</u>	
		<u>Specified</u>	<u>Per Capita</u>
Ives Estates Park	SR	4,544,110	
Kendall Indian Hammocks Park	SU	1,287,000	
Lakes by the Bay Park	SU	742,500	
Larry and Penny Thompson Park	SR	822,017	
Martin Luther King Memorial Park	P		495,000
Matheson Hammock Park	SR	262,895	
Metrozoo	SR	7,702,130	
Miami Carol City Park Area	SU	2,666,070	
Miami West Park	SU	1,109,394	
Miller Pond Park	SU	792,000	
Myrtle Grove Park	P		110,850
Norwood Park	P		117,590
Perrine Park	SU	742,500	
Pool Renovations	SU		
A.D. Barnes Pool		495,000	
Cutler Ridge Pool		495,000	
Gwen Cherry Pool		495,000	
Norwood Pool		198,000	
South Dade Pool		495,000	
Tamiami Pool		495,000	
Redland Fruit and Spice Park	SR	970,200	
Rolling Oaks Park	SU	1,582,020	
Royal Colonial Park	SU	890,010	
Southern Estates Park	SU	343,827	
Southridge Park Family Aquatics Center	SU	1,880,000	
Southridge Park	SU	645,390	
Tamiami Park	SU	1,980,000	
West Kendall District Park	SU	2,623,500	
West Perrine Park	P		743,217
Sub Totals		\$50,759,054	\$2,859,919
Total All Projects - <b>\$53,618,973</b>			

Section 2. Miami-Dade County shall complete each of the projects in accordance with the terms of the grant agreement, the Ordinance, and the administrative rules authorized by the Citizens' Oversight Committee (the "Committee") to implement the Ordinance. If the total cost of a project exceeds the values allocated in the grant, then Miami-Dade County will provide any supplemental funds required to complete the project. In the event that supplemental funds are

necessary for completion of a project, as of the point in time that it is known that supplemental funds are needed, Miami-Dade County will demonstrate that such supplemental funds have been committed to the project prior to and as a condition of disbursement of further disbursement of grant funds. The requirement for Miami-Dade County to provide any supplemental funds required to complete the Project may, at the sole discretion of the committee, be modified in whole or in part by a reduction in scope of work consistent with the Ordinance.

Section 3. Miami-Dade County recognizes and directs that any beach, park, or other public facility acquired, developed, rehabilitated or restored with bond funds, including the Projects, shall be open and accessible to the public without discrimination as to race, color, gender, age, religion, belief, residence, national origin, marital status or disability.

Section 4. To the extent allowed by law, Miami-Dade County shall commit any and all funds, which may be required to operate, maintain and provide programming at each park project upon its completion.

Section 5. Budget adjustments in capital project funding for Miami-Dade County projects approved by the Board and for which funding is available is permitted subject to the following conditions: Miami-Dade County projects receiving a budget adjustment must (1) have prior approval of the Citizens' Oversight Committee; (2) be within the same type of project (for example, specific regional project to specific regional project, or per capita to per capita project); (3) be approved projects within the Series 2005 Bond funding source; and (4) be subject to agreement by the County Manager and the Citizens' Oversight Committee that the adjusted



projects will be restored to their full allocation upon the availability of funding from future bond funds.

The forgoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

- |                               |                          |
|-------------------------------|--------------------------|
| Joe A. Martinez, Chairman     |                          |
| Dennis C. Moss, Vice Chairman |                          |
| Bruno A. Barreiro             | Dr. Barbara Carey-Shuler |
| Jose "Pepe" Diaz              | Carlos A. Gimenez        |
| Sally A. Heyman               | Barbara J. Jordan        |
| Dorin D. Rolle                | Natacha Seijas           |
| Katy Sorenson                 | Rebeca Sosa              |
| Sen. Javier D. Souto          |                          |

The Chairman thereupon declared the resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2005. This resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency. \_\_\_\_\_

# SAFE NEIGHBORHOOD PARKS BOND PROGRAM

## ADMINISTRATIVE RULES

### SECTION 1. BACKGROUND

These administrative rules govern the implementation of the Safe Neighborhood Parks Ordinance No. 96-115 (the "Ordinance"). In accordance with Section 5(b)(4) of the Ordinance, the original rules were prepared and adopted by the Citizens' Oversight Committee defined in the Ordinance (the "Committee") following public workshops held throughout the County and subsequent revisions adopted by the MAAR Subcommittee.

### SECTION 2. SCOPE

These administrative rules have been prepared to address those programs identified in the Ordinance as "Municipal per capita allocation and direct grants for specific projects", as more particularly defined in Section 3(a) of the Ordinance, the "Grants for Specific Regional Projects", as more particularly defined in Section 3(b) of the Ordinance, and "Challenge Grants", as more particularly defined in Section 3(c) of the Ordinance (collectively, the "Covered Projects") and Interest Earnings Grants.

### SECTION 3. GENERAL

Miami-Dade County administers all programs established under the Ordinance.

Grant Recipients for Covered Projects are required to follow these administrative rules. Failure to do so may lead to disqualification.

Additional administrative rules and/or application materials may be obtained by contacting the Office of Safe Neighborhood Parks. All inquiries, correspondence and Grant Applications should be addressed to:

Citizens' Oversight Committee  
Office of Safe Neighborhood Parks  
Attention: Vernita G. Chandler, Director  
10710 SW 211<sup>th</sup> Street, Room 109  
Miami, Florida 33189-2819

### SECTION 4. DEFINITIONS

The following is a list of terms and definitions that are used in these administrative rules:

**"Acquisition"** means the act of obtaining real property or interests and rights in real property by various legal means to serve public outdoor recreation purposes.

**“Applicant”** means a Public Agency or Not-for-Profit Organization, which submits an application for Safe Neighborhood Parks bond funds during an announced Application Submission Period.

**"Application Submission Period"** means the formally announced period of time for the submission of applications in a given Funding Cycle.

**"Committee"** means the Citizens' Oversight Committee that is appointed by the Dade County Board of County Commissioners to administer the Safe Neighborhood Parks capital improvement program.

**“MAAR Subcommittee”** means the Monitoring, Auditing & Administrative Rules Subcommittee, appointed by the Chair of the Committee to monitor the fiscal activities of the bond program and periodically review the Administrative Rules.

**“GR Subcommittee”** means the Grant Review Subcommittee, appointed by the Chair of the Committee to perform the initial review of grant applications for recommendation to the Committee for potential award.

**"County"** means Miami-Dade County, Florida.

**"Development"** means the act of physically improving an area, facility, resource or site to increase its ability or capacity to serve public recreation and conservation purposes.

**“Fixtures, Furniture and Equipment (FF&E)”** means 1) Fixtures - items that are permanently affixed to the park building or property, i.e., outdoor grills, benches, doors, bathroom stalls, A/C units etc.; 2) Furniture - indoor furnishings needed to allow proper use of a building, i.e., desks, chairs, tables, workstations, etc.; and 3) Equipment - non-consumable tangible property with a life of at least one year and be directly related to the funded project, bleachers for courts, audio/visual equipment for community rooms, computers for computer labs, portable basketball goals for gymnasiums, etc.

**"Funding Cycle"** means the time between the opening of an Application Submission Period and execution of a Grant Agreement by the County.

**"Grant"** means Safe Neighborhood Parks bond funds approved for use by an Applicant for implementation of a Project pursuant to these rules.

**"Grant Agreement"** means an executed contract between the County and a Grantee setting forth-mutual obligations regarding a Grant.

**"Grant Application"** is the process described in these rules to make a formal request for Grant funds that commences upon submission by an Applicant of a Grant Application Form and ends upon the execution of a Grant Agreement or a decision not to fund.

**"Grant Application Form"** means the form provided by the Office of Safe Neighborhood Parks, the submission of which commences the Grant Application process.

**"Grantee or Grant Recipient"** means a Public Agency or Not-for-Profit Organization receiving a Grant.

**"Match"** means cash available in an amount equal to that awarded from the Safe Neighborhood Parks bond program.

**"Not-for-Profit Organization"** means any legally incorporated not-for-profit organization created under the laws of the State of Florida (the "State") and designated as a tax exempt entity by the United States Internal Revenue Service, which has among its purposes the provision of park and recreation services, gang prevention and intervention, tree-planting, or the conservation and preservation of lands for park, natural areas, scenic, historic, or open spaces.

**"Ordinance"** means the Safe Neighborhood Parks Ordinance No. 96-115.

**"Parks"** means those areas of public land set aside for aesthetic, educational, recreational, or cultural use by the citizens of the County and the general public.

**"Pre-agreement Expenses"** means eligible expenses identified in Section 6(B) of these rules incurred by a Grantee for accomplishment of a Project prior to full execution of a Grant Agreement. ***Effective October 1, 1999 Pre-agreement Expenses are limited to one (1) year prior to the application date of subsequent bond sales, unless previously approved by the Committee.***

**"Project"** means work that is the subject of a Grant Application.

**"Public Agency or Public Agencies"** means an agency or agencies or administrative division or divisions of the United States government, the State of Florida, the County, or any municipality within the County.

**"Soft Costs"** means those costs NOT related to construction material, labor, equipment or construction sub-contractors. Soft Costs for the purpose of this Program are classified by the following three areas:

- *Project Administration* - Grant Administration, Project Management (not related to construction supervision), Indirect costs(accounting/purchasing/personnel, etc.), Imposed fees (e.g. PSA selection/B&Z processing fees)
- *Planning Services* - Master Plan development and approval, Feasibility Studies
- *Design Services* - Schematic design, Design development, Construction documents, Bidding or Negotiation, As Built Drawings

**"UMSA"** means Unincorporated Municipal Service Area of the County, for which the County provides municipal services.

## **SECTION 5. FUNDING CYCLES; GRANT APPLICATION SUBMISSION PERIODS**

A Funding Cycle shall be established by the Committee on an annual basis related to the sale of bonds, provided there are Safe Neighborhood Parks bonds remaining to be sold. Each Project determined by the Committee and the Board of County Commissioners to be eligible may be funded during one or more Funding Cycles.

Each Safe Neighborhood Parks Project is funded through a Grant. Eligible Public Agencies and Not-for-Profit Organizations must apply for these Grants. Grant Agreements between

the county and approved Applicants implement the Grants.

Grant Applications shall be delivered on or before the last day of the announced Application Submission Period. The County shall publicize each Application Submission Period and other pertinent application information at least one (1) month prior to the deadline for submission of the Grant Application, unless otherwise waived by the Committee. The County may announce an additional Application Submission Period if funds remain or become available after the preceding Application Submission period is complete. Each Application Submission period shall be publicly announced in newspapers of general circulation in the County.

## **SECTION 6. GRANT APPLICATION**

A. ***Complete Grant Application.*** An Applicant must submit a complete Grant Application in order to receive an Award. A complete Grant Application means one that meets all the requirements of the Ordinance and these rules and is supported by proper documentation. Proper documentation includes all documentation reasonably required by the Committee or the County to enable determination of Project costs and compliance with the Ordinance. Such documentation shall include:

- 1) Completed Application Form.
- 2) Completed Line Item Budget. The line item budget must be submitted with budget justifications for the **Pre-Agreement Soft Cost, Pre-Agreement Construction, Construction and Fixture, Furniture and Equipment** line items. The justification should provide detailed descriptions of the project elements. **Reimbursement for FF&E is contingent upon prior approval by the MAAR Subcommittee (see Section 9B-11).**
- 3) Letter(s) of commitment for matching funds equal to the grant request as required by the application.
- 4) Projected completion date for the Project.
- 5) Project location map.
- 6) For Development Projects, certification of ownership by the Public Agency or evidence of land tenure sufficient to satisfy the Committee that the project complies with the terms of the Ordinance.
- 7) A Public Agency shall submit a resolution, which at a minimum: (i) authorizes the execution of the Grant Agreement; (ii) commits the Public Agency to complete the Project; (iii) as applicable, commits the Public Agency to provide operating, maintenance and programming funds upon completion of the Project, to the extent allowed by law; and (iv) provides that the Grant shall not be used in substitution of other capital project funding.
- 8) A Not-for-Profit Organization shall submit a board resolution which at a minimum: (i) authorizes the execution of the Grant Agreement; (ii) commits the organization to complete the Project; (iii) and as applicable, commits the organization to provide operating, maintenance and programming funds upon completion of the Project.

- 9) An Applicant may request funding for a major Project in phases. Each phase shall constitute a distinct portion of the proposed Project. Each Applicant requesting funding for a Project in phases shall commit to completing the Project as defined in the Grant Agreement unless otherwise modified by approval of the Committee in accordance with these rules and the Ordinance.

B. **Pre-agreement Expenses.** The incurring of Pre-agreement Expenses creates no obligation on the County to execute a Grant Agreement or otherwise satisfy those expenses. However, prior to the effective date of the Grant Agreement, a recipient may incur eligible Pre-agreement Expenses as defined in Section 4, and then after the effective date of the Grant Agreement be reimbursed for those costs, provided that:

- 1) The costs and activities are funded as part of the Grant award and are in compliance with the requirements of the Ordinance and these rules.
- 2) The Pre-agreement Expenses for Series 97, 98 and 99 were incurred after July 26, 1996 and before the effective date of the contract.
- 3) The Pre-agreement Expenses for all subsequent Series (after Series 99) were incurred no earlier than one (1) year prior to the application date, unless previously approved by the Committee.

## **SECTION 7. ELIGIBILITY REQUIREMENTS (CHALLENGE GRANTS)**

In order to be eligible for award under the construction and/or development of youth recreation and service facilities the Ordinance requires that the park, recreation and open space acquisition and development occur in or serve areas which "are identified as economically and/or socially disadvantaged consistent with Federal guidelines, where at least 51 percent of residents live at or below 80 percent of the County's medium income, and which possess a documented deficiency in recreation and open space opportunities defined as the difference between area supply and demand for facilities, programs and services.

## **SECTION 8. ELIGIBILITY DETERMINATION**

Following closure of an Application Submission Period, the Subcommittee will review each Grant Application for funding eligibility and determine the eligibility or ineligibility of each of its Grant Applications. The Committee may declare a Grant Application to be:

- A. **Ineligible.** Declaration that a Grant Application is ineligible.
- B. **Conditionally Eligible.** The Committee may determine that a Project is eligible for funding upon satisfaction of specified conditions. In the event that conditional approval is given, Committee staff shall verify that the conditions have been satisfied prior to disbursement of any bond funds.
- C. **Eligible.** Declaration that a Grant Application is fully eligible.

## **SECTION 9. GRANT ADMINISTRATION & REIMBURSEMENT POLICY**

- A. As a condition of award of a Grant the County and the Grantee shall enter into a Grant

Agreement which sets forth the responsibilities and duties of each regarding administration of the approved Project and approved Grant. The Grant Agreement shall specify the Project's beginning and end dates and shall incorporate such other terms and conditions as may be required by particular circumstances.

- B. Payment. Grantees are paid allocated Grant funds subject to the following conditions:
- 1) **Cost of Issuance of Bonds.** Not more than one percent (1%) of the value of each Grant award may be earmarked for all costs incidental to the preparation, issuance and administration of the Safe Neighborhood Parks bonds.
  - 2) **Timing.** Project costs eligible for reimbursement shall be incurred between the effective date of, and the Project completion date identified in, the Grant Agreement with the exception of Pre-agreement Expenses.
  - 3) **Soft Cost Limits.** Project Planning, Design and Administration, as defined in Section 4, are eligible Project soft costs provided that bond proceeds utilized to pay for such costs do not exceed seventeen percent (17%) of the total bond proceeds allocated to a given Project. Where a major Project is funded in phases, this cost limit may not necessarily apply to each individual Project phase, but must apply to the total allocation for the Project.
  - 4) Grantees will use their own procurement procedures, which reflect applicable Federal, state and local laws and regulations.
  - 5) Grantees are responsible for managing the day-to-day operations of Grant supported activities. Grantees must monitor Grant supported activities to assure compliance with the Ordinance, these rules, the Grant Agreement, and all applicable Federal, State, and local requirements.
  - 6) Payments to the Grantee may be withheld at any time that the Grantee fails to comply with Grant award conditions. Funds withheld for failure to comply with Grant award conditions but without suspension of the Grant shall be released to the Grantee upon subsequent compliance.
  - 7) Completion of the authorized signature form (Exhibit A).
  - 8) In general, payment shall be made on a reimbursement basis. A Grant Recipient may, upon submission of a *Request for Advance Payment* form (Exhibit B), receive an advance payment of up to 25% of the value of the Safe Neighborhood Parks bond funds awarded for the subject Project. **All advance payments received by a Grantee shall be maintained in a separate interest bearing account and may not be co-mingled with other funds. All advances must be fully accounted for within one (1) year of the date of the approval and before subsequent reimbursement requests are paid.** The grantee will be required to close the account and submit a check to the County for the interest earned accompanied by an *Interest Earned on Advance Form (Exhibit C)*. Upon receipt of the check and supporting documentation all subsequent reimbursement requests can be paid. Checks must be made payable to Miami-Dade County Board of County Commissioners and forwarded to the Office of Safe Neighborhood Parks.

- 9) **Grantees must submit reimbursement requests on a quarterly basis, December 31, March 31, June 30 and September 30.** If a Grantee is unable to submit a reimbursement request by the quarterly deadline, a written justification indicating the reason for the delay and expected submission date is required to be submitted by the deadline. **Failure to comply with this requirement shall render the Grantee in non-compliance with the Administrative Rules and may result in reduction or forfeiture of payment, at the discretion of the MAAR Subcommittee.**
- 10) Grantees shall complete, sign, and submit to the County Reimbursement Request forms as necessary (Exhibits D through H). All Contractual Services/Direct Payment and FF&E reimbursement requests must be accompanied by supporting documentation (i.e., copies of invoices, receipts and check payments). **Grantees are required to submit requests for reimbursement within six months or two quarters following the date in which the expense is incurred, except when pre-agreement expenses have been approved.**
- 11) ***Reimbursement requests for FF&E items must be approved by the MAAR Subcommittee prior to submission of the request. Written requests for FF&E approval must be accompanied by Exhibit H.***
- 12) **Ten percent (10%)** of the value of the Safe Neighborhood Parks bond funding for a given Project shall be retained by the County until the Project is complete, unless otherwise approved in writing by the MAAR Subcommittee. Upon completion of a Project a signed project completion certificate (Exhibit I) must be submitted with the final reimbursement request forms in order for the retainer to be released.
- 13) The first reimbursement request for any grant requiring a dollar-for-dollar cash match must be accompanied by documentation of the expenditure of committed match funds (i.e. copies of invoices, canceled checks, etc.).
- 14) Each Grantee will ensure that all contractors and consultants perform in accordance with the terms, conditions and specifications of their contracts or purchase orders.
- 15) Each Grantee shall maintain an accounting system, which meets generally accepted accounting principles and shall maintain all required financial records to properly account for all Safe Neighborhood Parks bond funds and any supplemental funds used for the Project. The Grantee shall at all times maintain a separate accounting of all Safe Neighborhood Parks bond funds.
- 16) The Grantee shall be responsible for completing the Project. If the total cost of the Project exceeds the value of the Grant, then the Grantee must provide any supplemental funds required. In the event that supplemental funds are necessary for completion of a Project, as of the point in time that it is known that supplemental funds are needed, the Grantee must demonstrate that such supplemental funds have been committed to the Project prior to and as a condition of disbursement or further disbursement of Grant funds. The requirement for a Grantee to provide supplemental funds may be modified, in part or whole, by the Committee, to the extent that it approves in writing any reduction to the Project scope of work in



accordance with the Ordinance. Approval of any reduction in scope of work is at the sole discretion of the Committee.

C. Acquisition Projects. Guidelines and requirements for administering Acquisition Project Grants are as follows:

- 1) **Appraisal Required.** Prior to acquisition of a Project site, a Grantee must obtain an appraisal or appraisals supporting the fair market value of the land to be acquired. Pursuant to State law, if the property is \$500,000 or less in appraised value, one appraisal is required. If the property exceeds \$500,000 in appraised value, two appraisals are required.
- 2) **Amount Authorized for Payment.** The amount of Grant funds authorized for payment for land acquisition shall in no case exceed the Grant funds available for such purpose. In the event that the negotiated acquisition price exceeds by ten percent or greater the appraised value of the land, the disbursement of Grant funds shall be conditioned upon a written justification for the purchase price and other conditions attendant to the proposed purchase, which justification is declared satisfactory by the Committee in writing. Appraisal costs are eligible Grant costs as long as the appraised property is being realistically and seriously considered for Acquisition, regardless of the outcome.
- 3) **Environmental Survey.** The Grantee may not purchase property with Grant funds until a Phase I environmental survey is completed, which demonstrates that the property is suitable for its intended general use and for the specific Project.
- 4) **Signage.** For acquisition only Projects, for six months following Acquisition, the Grantee shall post a sign, in the general design provided by the County, containing the Safe Neighborhood Parks logo, identifying the source of Project funding. The cost of such a sign is eligible for payment from the Grant.
- 5) **Ownership.** Title to land acquired with Safe Neighborhood Parks bond funds shall vest with a Public Agency. Facilities constructed/developed with Safe Neighborhood Parks bond funds shall vest with a Public Agency.

D. Development Projects. Guidelines and requirements for administering Development Project Grants are as follows:

- 1) **Licensed Contractors; Contractor Bonds.** Duly licensed or registered contractors shall perform all construction. Construction contracts for work in excess of the threshold amounts established in Section 255.20 of the Florida Statutes should contain payment and performance bonds which comply with the requirements of that Section.
- 2) **Cost Elements.**
  - a) **Construction Equipment.** Grantees are required to use their own equipment, if available. If a Grantee's equipment is used, the maximum Grant payment shall cover operating and routine maintenance costs of such equipment; the Grant excludes any depreciation or replacement cost from payment. If an applicant's

equipment is used, a report or source document must describe the work performed, indicate the hours used and relate the use to the Project. If a Grantee does not have needed construction equipment available, then the Grantee may rent such equipment.

- b) *Construction Supplies and Materials.* Supplies and materials may be purchased for a specific Project or may be drawn from a central stock, providing they are claimed at a cost no higher than that which the Applicant paid. When supplies and/or materials are purchased with the intention of constructing a piece of equipment, structure or part of a structure, the costs that are charged as supplies and materials may be capitalized according to the Applicant's normal practice or policy. If capitalized, only the cost reasonably attributable to the Project may be claimed under the Project.
- c) *Personnel or Employee Services.* Services of the Applicant's employees who perform work directly related to the accomplishment of the Project are eligible costs. These costs must be computed according to the Applicant's prevailing wage or salary scales and may include fringe benefit costs, such as vacations, sick leave, FICA, MICA, health and life insurance, and workers compensation at the Applicant's established fringe benefit rate. Costs charged to the Project must be computed on the basis of actual time spent on the Project, and supported by time and attendance records describing the work performed on the Project. Overtime costs may be allowed under the Applicant's established policy, provided that the regular work time was devoted to the same Project. Salaries and wages claimed for employees working on grant-funded Projects must not exceed the Applicant's established rates for similar positions. Alternative methodologies for established wage rates must be pre-approved by the MAAR Subcommittee.
- d) *Consultant Services.* The costs of consultant services necessary for the Project are eligible. The Applicant must pay consultants according to the Applicant's customary or established method and rate. No consultant fee may be paid to the Applicant's own employees.

### 3) **Cost Activities.**

- a) *Construction activities.* The cost of all necessary construction activities, from site preparation (including demolition, survey, excavation and other site work) to the completion of a structure is eligible for payment from the Grant.
- b) *Fixtures, Furnishings and Equipment (FF&E).* The cost of fixtures, furnishings and equipment necessary to operate the facility is eligible. Consumable goods shall not be considered eligible. **(Please refer to Section 4 for a detailed definition of FF&E).**
- c) *Interpretive Signs and Aids.* The cost of signs, display boards or other interpretive aids relating to the Project, is eligible.
- d) *Signage.* During the time period of Development, the Grantee shall post a sign at the Project site, in the general design provided by the County, containing the Safe Neighborhood Parks logo, identifying the source of funding for the Project. The

cost of such a sign is eligible.

- e) Grantees are encouraged to use value-engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.

4) **The following is a non-exclusive list of ineligible costs:**

- a) *Grant Application costs.*
- b) *Ceremonial expenses.*
- c) *Expenses for publicity.*
- d) *Bonus payments of any kind.*
- e) *Charges in excess of the lowest responsive and responsible bid or proposal in accordance with the governing rules and procedures of the Applicant, when the law requires the Applicant to utilize competitive selection.*
- f) *Charges for deficits or overdrafts.*
- g) *Charges incurred contrary to the policies and practices of the Applicant.*
- h) *Interest expense.*
- i) *Litigation expenses or judgments, except for those awards resulting from an eminent domain taking.*
- j) *Cost of services, materials or equipment obtained under any other program.*
- k) *Costs of discounts not taken.*
- l) *Cost of purchasing a non-refundable option when acquiring land.*

E) Budget Changes.

- 1) Grantees shall adjust their Project budgets to reflect actual costs and updated cost estimates and shall submit adjusted Project budgets to the Office of Safe Neighborhood Parks with the project completion certificate.
- 2) Budget adjustments may not exceed the 17% limitation for design, planning and program administration, nor exceed the total budget award allocation.
- 3) Grantees shall obtain the prior written approval of the Committee whenever budget adjustments are anticipated. The request must be in the same budget format the Grantee used in the Agreement and shall be accompanied by a narrative justification for the proposed revision. Such request for adjustment shall, if approved, amend the Grant Agreement under the Grant award. Requests for budget changes shall be considered by the Committee whenever any of the following adjustments are required:
  - a) For any Project involving both Acquisition and Development activities, any proposed budget transfer from Acquisition to Development or vice versa.
  - b) Any proposed reduction or revision of the scope or objectives of the Project (regardless of whether there is an associated budget adjustment). ***However, in the event that a Grantee has completed the approved scope of work for a park and has unexpended funds, the Grantee may request to OSNP to expend these funds in an existing or new budget line item for the park. OSNP is authorized to approve such budget changes and expenses not to***

**exceed \$9,999.00. (Revised 3/18/02 by MAAR sub-committee.)**

- c) Any change that would increase planning, design and program administration in the aggregate total.
- F) Cost Overruns. During the execution of work on a Project, the Grantee may find that actual Project costs exceed the approved budget. For cost overruns that will require additional funding for the Project, or otherwise require a budget adjustment for which prior Committee approval is required pursuant to paragraph E above, the Grantee shall:
  - 1) *Provide a justification for the additional costs;*
  - 2) *Identify available funds for the completion of the Project; and*
  - 3) *If necessary, request from the Committee a reduction in the Project scope consistent with the terms of the Ordinance.*

The Committee, at its discretion, may authorize in writing a reduction in the scope of the Project: (i) where reduction of the scope is consistent with the Ordinance; (ii) where the reduction is justified by the Applicant, and (iii) where the Applicant does not have sufficient funds to complete the Project with the available funds. The Committee, in its discretion, may also, under those circumstances, identify other funds available under the Ordinance for the Project.

## **SECTION 10. COMPLIANCE RESPONSIBILITIES**

The following constitute general requirements for program compliance:

- A) An annual independent audit of SNP funds must be submitted by all Grantees that expend \$500,000 or more in SNP funds in a fiscal year. This audit is due to OSNP by June 1<sup>st</sup> following the fiscal year for which the audit is performed.

The audit shall examine for compliance with contract specifications, verification of project costs and the prevention of corruption and fraud. The cost of this audit may be paid from the general bond fund.

Additionally, in accordance with SNP Bond Ordinance 96-115, Section 13, the SNP Citizens' Oversight Committee may, at its sole discretion, require recipients of any grant to retain the services of an independent private sector inspector general (IPSIG) to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of its contractors. **(Revised January 11, 2007 by MAAR Subcommittee.)**

- B) Land and facilities acquired, developed, improved or rehabilitated by Grant funds shall be dedicated and maintained in perpetuity for recreational use for the benefit of the general public except where leases are in effect. All projects shall be open to the public at reasonable times and shall be managed in a safe and attractive manner appropriate for public use.
- C) Grant funds for the purposes of development, improvement, rehabilitation or restoration shall be expended for these purposes only on lands owned by a Grantee or on lands for

which the Grantee holds a lease or other use agreement. Such lease or other use agreement must be for an unexpired term of 25 years. The Grant Recipient may demonstrate the eligibility of the Project to the reasonable satisfaction of the Committee, through a joint ownership, use, franchise or other agreement, evidencing that the lands and/or the Project will be utilized for the public benefit, consistent with the terms of this Ordinance, for a term of at least 25 years in duration. The lease must not be revocable at will.

- D) Grantee shall maintain all financial and programmatic records, supporting documents and other records pertinent to the Grant for a period of three years from the starting date defined below. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three year period, whichever is later. When Grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the Grantee submits to the County its single or last expenditure report for that period. In all other cases, the retention period starts on the day the Grantee submits its final expenditure report.
- E) The Committee and the County, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records of the Grantee in order to make audits, examinations, excerpts and transcripts.
- F) If a Grantee materially fails to comply with any term of an award, the Committee or the Office of Safe Neighborhood Parks (OSNP) may take one or more of the following actions, as appropriate in the circumstances:
  - 1) *Temporarily withhold cash payments pending correction of the deficiency by the Grantee.*
  - 2) *Disallow all or part of the cost of the activity or action not in compliance.*
  - 3) *Wholly or partly suspend or terminate the current award for the Grantee's program.*
  - 4) *Withhold further Grant awards from the Grantee.*
  - 5) *Take other remedies that may be legally available.*
- G) Any of the enforcement actions listed in paragraph F above, taken by the OSNP, which are contested and unresolved between the Grantee and the County within thirty days of such action, will result in the MAAR Subcommittee providing the Grantee with an opportunity to be heard on the issue. Said hearing will occur within sixty days of the MAAR Subcommittee receiving the Grantee's written request. The MAAR Subcommittee will recommend appropriate action to the Committee.
- H) Costs of Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of an award are not allowable unless OSNP expressly authorizes them in the notice of suspension or termination or subsequently authorizes them in writing. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
  - 1) *The costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, are not in anticipation of it,*

*and in the case of a termination, are non-cancelable; and*

2) *The costs would be allowance if the award was not suspended or if the award expired normally at the end of the funding period in which the termination takes effect.*

l) Inspections. Staff of the Committee or the County, or both, shall periodically inspect each Project to ensure compliance with these rules, the Ordinance, and the Grant agreement. Staff shall perform an inspection of the Project site to ensure compliance prior to release of the final Grant payment.

## **SECTION 11. SEMI-ANNUAL PROJECT STATUS REPORTS**

Grantees are required to submit the Project Status Report on a semi-annual basis, in the format stipulated by OSNP. Additional reports shall be due upon request of the SNP Oversight Committee or the Office of Safe Neighborhood Parks. Reports may include:

- A) Actual accomplishments of each grant.
- B) Problems encountered in implementation of each grant.
- C) Anticipated start and/or completion dates of each grant.

Grantees may be required to meet with the Committee to discuss any Projects.

## **SECTION 12. PROJECT CLOSE-OUT**

- A) A Grantee has up to forty-five (45) days after the expiration or termination of the Grant to submit all final documentation, including final reimbursement requests and project completion certificates.
- B) The close-out of a Grant does not affect:
  - 1) *The County's right to disallow costs and recover funds on the basis of a later audit or review.*
  - 2) *The Grantee's obligation to return any funds due as a result of later refunds, corrections, or other transactions.*
  - 3) *Records retention responsibilities set forth above.*
  - 4) *Continuing responsibilities set forth in the Ordinance and these rules.*
  - 5) *Audit rights set forth in these rules.*
- C) Any amounts paid to Grantee in excess of the amount to which the Grantee is finally determined to be entitled under the terms of an award constitute a debt to the County. If not paid within a reasonable period after demand, the County may reduce the debt by:
  - 1) *Making an administrative offset against other requests for reimbursement;*
  - 2) *Withholding payments otherwise due to the Grantee; or*
  - 3) *Taking other action provided by law.*

Any overdue debt of the Grantee shall accrue interest at the maximum rate allowed by law.

## **SECTION 13. INTERPRETATION; ADMINISTRATION**

These administrative rules have been promulgated under the Ordinance. In the event there exists a conflict between these rules and the provisions of the Ordinance, the Ordinance shall prevail.

The MAAR Subcommittee shall be authorized to interpret the provisions of these administrative rules on behalf of the Committee and its interpretation of any matters governed hereby shall be final. The Committee shall be authorized to amend these administrative rules, by majority vote, in accordance with its duly adopted bylaws, subject to applicable law.

Staff to the Committee shall be authorized and required to administer the Safe Neighborhood Parks bond program consistent with the Ordinance and these administrative rules.

**SUBGRANT AGREEMENT  
BETWEEN  
MIAMI-DADE COUNTY AND  
TOWN OF CUTLER BAY**

WHEREAS, MIAMI-DADE COUNTY a political subdivision of the State of Florida through its Park and Recreation Department located at 275 NW 2 Street, Miami, Florida 33128, hereinafter referred to as "County" desire to enter into a Subgrant Agreement with the TOWN OF CUTLER BAY a, political subdivision of the State of Florida located at 10720 Caribbean Boulevard, Suite 105, Cutler Bay, Florida 33189, hereinafter referred to as the "Town."

WHEREAS, on July 16, 1996, the Board enacted Ordinance No. 96-115 authorizing the issuance of \$200 million in general obligation bonds for parks projects and on November 5, 1996, a majority of those voting approved the bond program; and

WHEREAS, section 3(a)(1)(ii) and section 3(a)(2) of Ordinance No. 96-115, Grants for Specific Projects to municipalities and UMSA allocated funds to the Department for park development, improvements, rehabilitation, restoration or acquisition of real property for parks including Cutler Ridge Park and Cutler Ridge Pool within the Town of Cutler Bay; and

WHEREAS, pursuant to Resolution No. R-\_\_\_\_\_, the County conveyed eight (8) parks in the Town of Cutler Bay to the Town of Cutler Bay; and

WHEREAS, the Safe Neighborhood Parks sixth bond series (2005) allocated a combined total of \$759,727 for the continued design, development and improvements at the two (2) parks listed in Attachment 1 in the amounts specified.

NOW, THEREFORE, pursuant to the County Commission action on \_\_\_\_\_, 2007 Resolution No. R-\_\_\_\_\_, which specifically authorizes the County Manager to execute such grant agreements, subgrant agreements and other required contracts and documents, to expend Safe Neighborhood Parks bond funds received for the purpose described in the funding request, and in consideration of the mutual agreements contained herein, the parties named above agree as follows:

**I. MIAMI-DADE COUNTY AGREES:**

1. To provide the balance of the SNP sixth bond series allocation in an amount not to exceed \$640,455 to the Town of Cutler Bay for the purpose of developing Cutler Ridge Park and Cutler Ridge Pool located at 10100 SW 200 Street, Cutler Bay Florida, in accordance with the attached Grant Application Forms, incorporated herein as Attachment 1, subject to the following conditions.

a. Miami-Dade County shall only be obligated to reimburse the Town provided the Town is not in breach of this agreement

2. The County shall serve merely as a pass-through of any funds available from the Safe Neighborhood Parks bond issue as authorized through a grant agreement with the Miami-



Dade County Office of Safe Neighborhood Parks, incorporated herein as Attachment 2. Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of funding from the Office of Safe Neighborhood Parks for the specific purpose. The Town shall be solely responsible for submitting all documentation as required by the Administrative Rules For Specified Project Grant and Per Capita Allocation Programs incorporated herein as Attachment 3, to the Office of Safe Neighborhood Parks through the Miami-Dade Park and Recreation Department for this purpose.

## II. THE TOWN AGREES:

1. The Town shall a) agree to govern itself, in regards to the subject properties, in accordance with Article 7 of the County Charter, b) keep the parks open and accessible to the public without discrimination as to race, color, gender, age, religious belief, residence, national origin, marital status, or disability.

2. To render services in accordance with the scope of service approved by the Office of Safe Neighborhood Parks incorporated herein, and that all expenditures or costs shall be made in accordance with the budget, which is incorporated herein and attached hereto as Attachment 1.

3. To accept and comply with those responsibilities assigned; in Sections I through XV of the attached Safe Neighborhood Parks Grant Agreement between the County and the Office of Safe Neighborhood Parks incorporated herein as Attachment 2, and; applicable laws, codes, regulations and generally for the implementation and execution of responsibilities under the Agreement.

4. To permit upon request, authorized representatives of the County to inspect and audit all books, records, documents and other supporting data and documentation relating to the grant. These rights of audit shall extend for a period of three (3) years following final payment under this Agreement.

5. To adhere to and be governed by all applicable County ordinances, as well as state and federal laws which may have bearing on this Agreement.

## III. INDEMNIFICATION AND HOLD HARMLESS:

It is expressly understood and intended that the Town is only a recipient of funding support and is not an agent of the County.

The Town shall indemnify and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action, or proceedings of any kind or nature arising out of, related to or resulting from the performance of this Agreement by the Town or its employees, agents, servants, partners, principals or subcontractors. The Town shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate

proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Fla. Stat., subject to the provisions of the Statute whereby the Town shall not be held liable to pay personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgment or portion thereof, which, when totaled with all other claims or judgments or paid by the Town arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Town.

IV. NOTICES:

It is understood and agreed between the parties that written notice addressed to the County and mailed (certified/return receipt) or delivered to the address appearing on page one (1) of the Agreement and written notice written to the Town and mailed (certified/return receipt) or delivered to the address appearing on page one (1) of this Agreement, shall constitute sufficient notice to either party.

V. TOTALITY OF AGREEMENT:

This \_\_\_ page Agreement with its recitals on the first page of the agreement and with its attachments as referenced below contain all the terms and conditions agreed upon by both parties:

- Attachment 1: Approved Project Grant Application and Budget
- Attachment 2: Safe Neighborhood Parks 2005 Grant Agreement between the County and the Office of Safe Neighborhood Parks
- Attachment 3: Administrative Rules For Specified Project Grant and Per Capita Allocation Programs
- Attachment 4: Safe Neighborhood Parks Ordinance (96-115)

IN WITNESS WHEREOF, Miami-Dade County and the Town of Cutler Bay have entered into this cooperative Agreement on the \_\_\_ day of \_\_\_\_\_, 2007

TOWN OF CUTLER BAY

MIAMI-DADE COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

George M. Burgess  
County Manager

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form and Legality:

\_\_\_\_\_  
Grantee Attorney

\_\_\_\_\_  
Grantor Attorney

Risk Management Review:

\_\_\_\_\_

**MIAMI-DADE PARK AND RECREATION DEPARTMENT  
PARK PROJECTS IN CUTLER BAY**

Data Date-Financial Month Ending March 2007

PARK NAME	PROJECT NUMBER	PROJECT TITLE	PROJECT STATUS	SNP BOND			QNIP BOND			IMPACT FEES			CD 8 ALLOCATIONS			TOTAL		
				BUDGET	EXPENDED	BALANCE	BUDGET	EXPENDED	BALANCE	BUDGET	EXPENDED	BALANCE	BUDGET	EXPENDED	BALANCE	BUDGET	EXPENDED	BALANCE
UMSA FACILITIES																		
BEL AIRE PARK		PARK SIGN	Complete	\$ -	\$ -	\$ -	\$ 4,622	\$ 4,622	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,622	\$ 4,622	\$ -
		<b>Total</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,622</b>	<b>\$4,622</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,622</b>	<b>\$4,622</b>	<b>\$ -</b>	
CUTLER RIDGE PARK	600802-00-001	ACQUISITION	Complete	\$ 70,000	\$ 70,000	\$ -	\$ -	\$ -	\$ -	\$ 3,373	\$ 3,373	\$ -	\$ -	\$ -	\$ -	\$ 73,373	\$ 73,373	\$ -
	600802-99-005	GENERAL PLAN	Complete	\$ 24,431	\$ 24,431	\$ -	\$ -	\$ -	\$ -	\$ 458	\$ 458	\$ -	\$ -	\$ -	\$ -	\$ 24,888	\$ 24,888	\$ -
	600802-00-000	IMPROVEMENT TO UNDEVELOPED PARCEL	Not Started	\$ -	\$ -	\$ -	\$ 213,314	\$ -	\$ 213,314	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 213,314	\$ -	\$ 213,314
	600802-04-002	IMPROVEMENTS TO PARKING LOT & CONNECTING	Complete	\$ -	\$ -	\$ -	\$ 36,686	\$ 36,686	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,686	\$ 36,686	\$ -
	600802-99-008	PLAYGROUND	Complete	\$ 59,704	\$ 59,704	\$ -	\$ -	\$ -	\$ -	\$ 76,893	\$ 76,893	\$ -	\$ -	\$ -	\$ -	\$ 136,597	\$ 136,597	\$ -
	600802-99-009	RECREATION CENTER - MEDIUM	Complete	\$ 1,331,310	\$ 1,331,310	\$ -	\$ -	\$ -	\$ -	\$ 59,312	\$ 59,312	\$ -	\$ -	\$ -	\$ -	\$ 1,390,622	\$ 1,390,622	\$ -
	600802-99-003	PARK SIGN	Complete	\$ -	\$ -	\$ -	\$ 6,330	\$ 6,330	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,330	\$ 6,330	\$ -
	600802-99-010	SOCCER FIELD LIGHTING	Not Started	\$ 210,553	\$ -	\$ 210,553	\$ 180,000	\$ -	\$ 180,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 390,553	\$ -	\$ 390,553
	600802-00-000	TENNIS COURTS	Complete	\$ 16,702	\$ 16,702	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,702	\$ 16,702	\$ -
		<b>Total</b>		<b>\$ 1,712,700</b>	<b>\$ 1,502,147</b>	<b>\$ 210,553</b>	<b>\$ 436,330</b>	<b>\$ 43,016</b>	<b>\$ 393,314</b>	<b>\$ 140,036</b>	<b>\$ 140,036</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,289,065</b>	<b>\$ 1,685,199</b>	<b>\$ 603,866</b>	
CUTLER RIDGE POOL (see notes)	600802-03-001	POOL UPGRADES	On-hold Post-Under Constructio	\$ 495,000	\$ 65,098	\$ 429,902				\$ -	\$ -	\$ -	\$ 30,000	\$ 30,000	\$ -	\$ 525,000	\$ 95,098	\$ 429,902
	600802-03-003	POOL EQUIPMENT UPGRADE - REPLACE FILTER SYSTEM		\$ -	\$ -	\$ -	\$ 170,000	\$ 41,082	\$ 128,918	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 170,000	\$ 41,082	\$ 128,918
		<b>Total</b>		<b>\$ 495,000</b>	<b>\$ 65,098</b>	<b>\$ 429,902</b>	<b>\$ 170,000</b>	<b>\$ 41,082</b>	<b>\$ 128,918</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>	<b>\$ -</b>	<b>\$ 695,000</b>	<b>\$ 136,179</b>	<b>\$ 558,821</b>
FRANJO PARK	600901-03-001	SITE CLEARING	Complete	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,100	\$ 5,100	\$ -	\$ -	\$ -	\$ -	\$ 5,100	\$ 5,100	\$ -
	600901-01-002	ACQUISITION		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,880	\$ 23,880	\$ -	\$ -	\$ -	\$ 23,880	\$ 23,880	\$ -	
	600901-96-001	BALLFIELD/LIGHTING	Complete	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,872	\$ 48,872	\$ -	\$ -	\$ -	\$ 48,872	\$ 48,872	\$ -	
	600901-99-001	PARK SIGN	Complete	\$ -	\$ -	\$ -	\$ 9,489	\$ 9,489	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,489	\$ 9,489	\$ -
		<b>Total</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,489</b>	<b>\$ 9,489</b>	<b>\$ -</b>	<b>\$ 77,852</b>	<b>\$ 77,852</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 87,341</b>	<b>\$ 87,341</b>	<b>\$ -</b>	
LINCOLN CITY PARK #2	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		<b>Total</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
SAGA BAY PARK	601000-94-000	GENERAL PLAN	Complete	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,797	\$ 19,797	\$ -	\$ -	\$ -	\$ 19,797	\$ 19,797	\$ -	
	601000-98-000	LANDSCAPE	Complete	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,573	\$ 13,573	\$ -	\$ -	\$ -	\$ 13,573	\$ 13,573	\$ -	
	601000-97-000	PARK FURNITURE	Complete	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,185	\$ 8,185	\$ -	\$ -	\$ -	\$ 8,185	\$ 8,185	\$ -	
	601000-96-000	PLAYGROUND	Complete	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,090	\$ 75,090	\$ -	\$ -	\$ -	\$ 75,090	\$ 75,090	\$ -	
	601000-99-000	PARK SIGN	Complete	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 509	\$ 509	\$ -	\$ -	\$ -	\$ 509	\$ 509	\$ -	
	601000-96-000	SITE CLEARING	Complete	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,904	\$ 1,904	\$ -	\$ -	\$ -	\$ 1,904	\$ 1,904	\$ -	
	601000-96-000	TREE PLANTING	Complete	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,033	\$ 4,033	\$ -	\$ 4,033	\$ 4,033	\$ -
	601000-97-000	WALKWAY	Complete	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,362	\$ 31,362	\$ -	\$ -	\$ -	\$ 31,362	\$ 31,362	\$ -	
		<b>Total</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 150,420</b>	<b>\$ 150,420</b>	<b>\$ -</b>	<b>\$ 4,033</b>	<b>\$ 4,033</b>	<b>\$ 154,453</b>	<b>\$ 154,453</b>	<b>\$ -</b>	
SAGA LAKE PARK	600300-96-000	GENERAL PLAN	Complete	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,926	\$ 1,926	\$ -	\$ -	\$ -	\$ 1,926	\$ 1,926	\$ -	
	600300-99-000	LANDSCAPE	Complete	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,500	\$ 8,500	\$ -	\$ -	\$ -	\$ 8,500	\$ 8,500	\$ -	
	600300-99-000	PARK SIGN	Complete	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,669	\$ 6,669	\$ -	\$ -	\$ -	\$ 6,669	\$ 6,669	\$ -	
	600300-99-000	SITE FURNITURE	Complete	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,225	\$ 3,225	\$ -	\$ -	\$ -	\$ 3,225	\$ 3,225	\$ -	
	600300-97-000	WALKWAY	Complete	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,739	\$ 31,739	\$ -	\$ -	\$ -	\$ 31,739	\$ 31,739	\$ -	
		<b>Total</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 52,059</b>	<b>\$ 52,059</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 52,059</b>	<b>\$ 52,059</b>	<b>\$ -</b>	
WHISPERING PINES PARK	600401-03-001	PLAYGROUND	Complete	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,765	\$ 19,765	\$ -	\$ 93,968	\$ 93,968	\$ -	\$ 113,732	\$ 113,732	\$ -
	600401-00-001	PERFORMANCE RESTORATION	Complete	\$ 3,784	\$ 3,784	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,784	\$ 3,784	\$ -	
		<b>Total</b>		<b>\$ 3,784</b>	<b>\$ 3,784</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 19,765</b>	<b>\$ 19,765</b>	<b>\$ -</b>	<b>\$ 93,968</b>	<b>\$ 93,968</b>	<b>\$ 117,516</b>	<b>\$ 117,516</b>	<b>\$ -</b>	
<b>TOTAL - UMSA FACILITIES</b>				<b>\$ 2,211,484</b>	<b>\$ 1,571,028</b>	<b>\$ 640,455</b>	<b>\$ 620,440</b>	<b>\$ 98,208</b>	<b>\$ 522,232</b>	<b>\$ 440,132</b>	<b>\$ 440,132</b>	<b>\$ -</b>	<b>\$ 128,001</b>	<b>\$ 128,001</b>	<b>\$ -</b>	<b>\$ 3,400,056</b>	<b>\$ 2,237,369</b>	<b>\$ 1,162,687</b>

Notes: Expenditure of Safe Neighborhood Parks (SNP) funding for Cutler Ridge Pool funded the design of the Family Aquatic Center. Balance of SNP funds will support \$19,052 in pre-construction costs (to ceiling of 17%) and \$410,850 of construction cost. Reported Balance of Quality Neighborhood Improvements Program (QNIP) funds for Cutler Ridge Pool are committed to ongoing filter upgrade project, scheduled for completion in May 2007.

TAB 4

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, STATING THAT THE TOWN SHALL COMPLY WITH ALL STATE AND FEDERAL REQUIREMENTS WITH RESPECT TO EMPLOYEES ABSENT FROM WORK FOR SERVICE IN THE UNIFORMED SERVICES; ESTABLISHING THAT THE TOWN SHALL NOT PAY SUPPLEMENTAL PAY FOR EMPLOYEES ABSENT FROM WORK FOR SERVICE IN THE UNIFORMED SERVICES UNLESS REQUIRED TO DO SO BY LAW OR WHERE TOWN COUNCIL, IN ITS SOLE DISCRETION, DETERMINES THAT CIRCUMSTANCES SO WARRANT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay (the “Town”) recognizes the importance of employees’ responsibilities to fulfill their United States Armed forces obligations; and

**WHEREAS**, the Town shall comply with all state and federal requirements with respect to employees absent from work for service in the uniformed services; and

**WHEREAS**, as a relatively new municipality, the Town must exercise utmost fiscal restraint and is thus not in a position to offer its employees supplemental pay, which is an amount necessary to bring employees’ total salary, inclusive of their military pay, to the level earned by them in Town service at the time they were ordered to active military service, unless required to do so by state and/or federal law, or where Town Council, in its sole discretion, determines that special circumstances so warrant.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2. Compliance with State and Federal Law.** The Town shall comply with all state and federal requirements with respect to employees absent from work for service in the uniformed services

**Section 3. Establishment of Supplemental Pay Policy.** The Town shall not pay supplemental pay, which is an amount necessary to bring employees’ total salary, inclusive of their military pay, to the level earned by them in Town service at the time they were ordered to active military service, unless required to do so by state and/or federal law, or where Town Council, in its sole discretion, determines that special circumstances so warrant.

**Section 4.**    **Effective Date.**    This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this \_\_\_day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
PAUL S. VROOMAN, Mayor

Attest:

\_\_\_\_\_  
ERIKA GONZALEZ-SANTAMARIA, CMC  
Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE TOWN OF CUTLER BAY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN PASTORIZA  
COLE & BONISKE, P.L.  
Town Attorney

Moved By:  
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman                    \_\_\_\_\_

Vice Mayor Edward P. MacDougall                    \_\_\_\_\_

Councilmember Peggy R. Bell                    \_\_\_\_\_

Councilmember Timothy J. Meerbott                    \_\_\_\_\_

Councilmember Ernest N. Sochin                    \_\_\_\_\_

TAB 5



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL  
OF THE TOWN OF CUTLER BAY, FLORIDA, IN  
SUPPORT OF ADMINISTRATIVE ORDER NO.\_\_\_\_  
“MILITARY LEAVE FOR ACTIVE MILITARY SERVICE”;  
AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay (the “Town”) recognizes the importance of an employee’s responsibility to fulfill their United States Armed forces obligations; and

**WHEREAS**, the Town has adopted Administrative Order No. \_\_\_\_\_ “Military Leave for Active Military Service,” which is a policy for military leave for active military service (“Active Military Leave”) in which employees, in addition to receiving full pay and benefits for the first thirty (30) days for active military service as required under Chapter 115, Florida Statutes, receive a supplemental pay beginning on the 31<sup>st</sup> day of the Active Military Leave; and

**WHEREAS**, this supplemental pay is an amount necessary to bring employees’ total salary, inclusive of their military pay, to the level earned by them in Town service at the time they were ordered to active military service; and

**WHEREAS**, the Town Council supports Administrative Order No. \_\_\_\_\_ “Military Leave for Active Military Service.”

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2. Support.** The Town hereby supports Administrative Order No. \_\_\_\_\_ “Military Leave for Active Military Service.”

**Section 3. Effective Date.** This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this \_\_\_day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
PAUL S. VROOMAN, Mayor

Attest:

\_\_\_\_\_  
ERIKA GONZALEZ-SANTAMARIA, CMC  
Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE TOWN OF CUTLER BAY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN PASTORIZA  
COLE & BONISKE, P.L.  
Town Attorney

Moved By:  
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman	_____
Vice Mayor Edward P. MacDougall	_____
Councilmember Peggy R. Bell	_____
Councilmember Timothy J. Meerbott	_____
Councilmember Ernest N. Sochin	_____

TAB 6



## Planning & Zoning Department

R. Don O'Donniley, AICP  
Planning Director

# MEMORANDUM

To: Steven Alexander, Town manager  
From: R. Don O'Donniley, AICP, Planning Director  
Date: July 18, 2007  
Re: Proposed RFP for Building Permit Services

### **REQUEST:**

Staff has prepared a Request for proposals (RFP) for building services.

### **BACKGROUND AND ANALYSIS:**

#### **BACKGROUND**

The Town of Cutler bay entered into contract with its existing service provider to assure building permit services were available with the start of this fiscal year. As a new budget year approaches, staff has developed the RFP for Council to consider prior to fiscal year 07/08.

#### **ANALYSIS**

Staff recognizes the current provider has initiated and provided building permit services. Issuance of the RFP is not suggested as suggesting any judgment on the current provider but rather continues to implement the Strategic Plans' charge we offer the highest level of service to our citizens at the least cost.

### **RECOMENDATION**

Staff recommends the Town Council authorize issuance of the RFP for "Building Services".

10720 Caribbean Boulevard, Suite 110  
Cutler Bay, FL 33189  
(305) 234-4262 Office  
(305) 234-4251 Fax  
[www.cutlerbay-fl.gov](http://www.cutlerbay-fl.gov)

RESOLUTION NO. \_\_\_\_

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL  
OF THE TOWN OF CUTLER BAY, FLORIDA,  
AUTHORIZING THE ISSUANCE OF A REQUEST FOR  
PROPOSALS (RFP) FOR BUILDING AND PERMITTING  
SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Cutler Bay (the “Town”) is seeking qualified firms or individuals to provide building and permitting services, which include, but are not limited to, plan reviews, inspections, and administrative support in the issuance of building permits; and

**WHEREAS**, the Town Council seeks to issue a Request For Proposals (RFP) to identify the best available firm or individual for building and permitting services; and

**WHEREAS**, Town Ordinance 06-22 requires the Town Manager to obtain authorization from the Town Council to advertise solicitations for bids and proposals prior to advertising the solicitation.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, THAT:**

**Section 1.**     **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2.**     **Request For Proposals (RFP) Advertising Approved.** The Town Manager is hereby authorized to advertise and issue a Request For Proposals (RFP) for building and permitting services in substantially the form attached hereto as Exhibit “A.”

**Section 3.**     **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
PAUL S. VROOMAN, Mayor

Attest:

\_\_\_\_\_  
ERIKA GONZALEZ-SANTAMARIA, CMC  
Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE TOWN OF CUTLER BAY:

---

WEISS SEROTA HELFMAN PASTORIZA  
COLE & BONISKE, P.L.  
Town Attorney

Moved By:  
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman \_\_\_\_\_  
Vice Mayor Edward P. MacDougall \_\_\_\_\_  
Councilmember Peggy R. Bell \_\_\_\_\_  
Councilmember Timothy J. Meerbott \_\_\_\_\_  
Councilmember Ernest N. Sochin \_\_\_\_\_



**REQUEST FOR PROPOSAL  
for  
BUILDING AND PERMITTING SERVICES**

**RFP #07-05**

Town of Cutler Bay  
10720 Caribbean Blvd  
Cutler Bay, FL 33189

Issued July 18th, 2007

Sealed proposals will be received by the Town Clerk, Town Hall,  
10720 Caribbean Blvd, Cutler Bay, FL 33189, on or before  
**Friday, August 17<sup>th</sup>, 2007 no later than 3:00 pm.**

**TOWN OF CUTLER BAY  
REQUEST FOR PROPOSAL  
BUILDING AND PERMITTING SERVICES  
RFP #07-05**

**TABLE OF CONTENTS**

NOTICE OF REQUEST FOR PROPOSAL.....3

SECTION 1. INTRODUCTION.....4

SECTION 2. PROJECT DESCRIPTION.....8

SECTION 3. SPECIAL CONDITIONS.....11

SECTION 4. SUBMISSION FORMAT, EVALUATION PROCESS &  
SELECTION.....14

APPENDIX A RESPONDENT WARRANTIES.....17

APPENDIX B SWORN STATEMENT ON PUBLIC ENTITY CRIMES.....18

APPENDIX C NON-COLLSION AFFIDAVIT.....21

APPENDIX D ACKNOWLEDGEMENT.....23



**TOWN OF CUTLER BAY  
NOTICE OF REQUEST FOR PROPOSAL  
BUILDING AND PERMITTING SERVICES  
RFP #07-05**

The Town of Cutler Bay is currently soliciting Proposals from qualified firms and individuals to provide building and permitting services to the Town.

Sealed Proposals will be received by the Town Clerk, 10720 Caribbean Blvd, Cutler Bay, FL 33189, on or before Friday, August 17<sup>th</sup>, 2007, no later than 3:00 PM, at which time they will be publicly opened and announced. To be considered, all interested parties must request a copy of the Request for Proposal (RFP) and submit one (1) original and nine (9) copies of the required information and documents in one (1) sealed envelope, entitled "RFP #07-05: BUILDING AND PERMITTING SERVICES." Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the response to the RFP.

The "Cone of Silence" specifically prohibits communication in regard to this RFP with the Town of Cutler Bay except by written means with a copy filed with the Town Clerk. Certain exceptions are made such as oral communications during the Pre-Submission Conference scheduled on Wednesday, August 1, 2007, at 10:00 am at Town Hall. This Cone of Silence takes effect upon advertisement of the RFP and terminates when the Town Manager makes a recommendation for award to the Town Council. In addition to any other penalties provided by law, violation of the Cone of Silence shall render any submission disqualified.

The Town reserves the right to reject any or all Proposals, to terminate the process at any time, to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Town.

Interested, qualified firms or individuals can obtain information by contacting Don O'Donniley, Director, Department of Community Development at (786) 573-5525 or at [dodonniley@cutlerbay-fl.gov](mailto:dodonniley@cutlerbay-fl.gov).

**TOWN OF CUTLER BAY  
REQUEST FOR PROPOSAL  
BUILDING AND PERMITTING SERVICES  
RFP #07-05**

**SECTION 1. INTRODUCTION**

**1.01 Purpose**

The Town of Cutler Bay ("Town") is seeking Proposals from qualified firms or individuals ("Respondent") to provide building and permitting services to include plan reviews, inspections and administrative support in the issuance of building permits for the Town. The Respondent will work under the supervision of the Building Official and an Office Manager. The Office Manager will be an employee of the Town.

**1.02 Requests for Information/Clarification of Requirements**

To facilitate answering requests for information or clarification of requirements and to make the information available to all potential Respondents, Respondents must submit questions in writing, at least five (5) business days prior to the due date of submissions. Email communication is allowed and encouraged. Please address written requests to:

Don O'Donniley, Director  
Department of Community Development  
10720 Caribbean Blvd  
Cutler Bay, FL 33189  
Fax: 305-234-4251  
[dodonniley@cutlerbay-fl.gov](mailto:dodonniley@cutlerbay-fl.gov)

**1.03 Pre-Submission Conference**

Potential Respondent's to this RFP are invited to attend a conference prior to the submittal of a response. The pre-submission conference shall be held at Town Hall, 10720 Caribbean Blvd, Cutler Bay on **Wednesday, August 1, 2007 at 10:00 am**. While attendance is not mandatory, all interested parties are encouraged to attend. All questions received at the pre-submission conference will be responded to in writing. In accordance with Section. 1.02, questions received less than five (5) business days prior to the due date of submissions will not be responded to.

**1.04. Amendments to the RFP**

All pertinent information relative to this RFP developed by the Town, subsequent to its issuance and prior to the established date for receipt of submissions, will be issued to all prospective Respondents on record in the form of a written amendment hereto.

### **1.05 Eligibility**

To be eligible to respond to this Request for Proposal (RFP), the Respondent must have successfully completed engagements of similar nature and technical specifications contained in this RFP within the past three (3) years. This experience shall be reflected in the response along with contact names and phone numbers. Each Respondent shall meet all legal, technical and professional requirements for providing such services.

### **1.06 Presentation Costs**

The Town shall not be liable for any costs, fees, or expenses incurred by any Respondent in completing this RFP, subsequent inquiries or presentations relating to a response.

### **1.07 Certification**

The signer of the response to this RFP must declare that the only person(s), company or parties interested in the project as principals, are named therein; that the submittal is made without collusion with any other person(s), company or parties submitting Proposals; that the submittal of Proposal is in all respects fair and in good faith without fraud or collusion; and that the signer of the submittal has full authority to bind the principals.

### **1.08 Public Records**

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records Law. All information and materials received by the Town in connection with responses shall become property of the Town and shall be deemed to be public records subject to public inspection.

### **1.09 Retention of Submissions**

The Town reserves the right to retain all submittals and to use any ideas contained in a response to this request, regardless of whether that Respondent is selected.

### **1.10 Submission of Responses to this RFP**

All submittals of Proposals and other documents comprising a full and complete response must be received by the Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd, Cutler Bay, FL 33189 by **3:00 p.m. on Friday, August 17, 2007**. Within one week of submittal of the RFP the Town Manager or his designee(s) shall initiate evaluation of the proposals with a decision being made on the proposals on or before **Monday, September 17, 2007**.

The submittal of Proposals shall be signed by a representative who is authorized to contractually bind the Respondent.

Each submittal shall be prepared simply and economically, providing straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of the RFP. The emphasis must be on completeness and clarity of content. In order to expedite the evaluation of submittal in response to the issuance of this RFP, it is essential that Respondents follow the format and instructions contained herein.

If the Respondent so wishes, Proposals may be accompanied by brochures, promotional materials or colorful displays properly identified. However, submission requirements must be followed as listed above.

One (1) original and nine (9) copies of your response shall be submitted in one sealed package, clearly marked on the outside "**RFP #07-05, BUILDING AND PERMITTING SERVICES.**" Further information concerning submission format, evaluation procedures and selection is provided in Section 4 of this RFP.

**1.11 Submission Content**

The content of the RFP and the successful Respondent's submission will become an integral part of the negotiated agreement, but may be modified by provisions of the agreement. Respondents must agree to include any information in an agreement provided either in response to this RFP or received subsequently during the selection process. The information received will be considered contractual in nature and will be used in evaluation of submissions and in subsequent contractual action.

**1.12 Imposition of "Cone of Silence"**

- a) Definitions: "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP") between: a potential vendor, service provider, Contractor, Responder, lobbyist, or consultant, the Town Councilmembers, Town's professional staff including, but not limited to, the Town Manager and his staff, any member of the Town's selection or evaluation committee.
- b) Restriction; Notice: A Cone of Silence shall be imposed after the advertisement of said RFP. At the time of imposition of the Cone of Silence, the Town Manager or his or her designee shall provide for public notice of the Cone of Silence by posting a notice at the Town Hall. The Town Manager shall issue a written notice thereof to the affected departments, file a copy of such notice with the Town Clerk, with a copy thereof to each Town Councilmember, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

- c) Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the Town Council meeting (whether regular or special) at which the Town Manager makes his or her recommendation to the Town Council. However, if the Town Council refers to the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.
- d) Exceptions to Applicability: The provisions of this section shall not apply to:
1. oral communications at pre-submittal conferences;
  2. oral presentations before selection or evaluation committees;
  3. public presentations made to the Town Council members during any duly noticed public meeting;
  4. communications in writing at any time with any Town employee, unless specifically prohibited by the applicable RFP documents. The Responder shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
  5. communications regarding the RFP between a potential vendor, service provider, Contractor, Responder, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such RFP, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
  6. communications with the Town Attorney and his or her staff;
  7. duly noticed site visits to determine the competency of the responders regarding a particular submittal during the time period between the submittal of the proposal and the time the Town Manager or designee makes his or her decision;
  8. any emergency procurement of goods or services pursuant to Town Code;
  9. responses to the Town's request for clarification or additional information;
  10. contract negotiations during any duly noticed public meeting;
  11. communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, Contractor, Responder, lobbyist, or consultant and any member of the Town's professional staff including, but

not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

- e) Penalties: Violation of this section by a particular Responder or Contractor shall render any RFP award to said Responder or Contractor voidable by the Town Council or Town Manager. Any person who violates a provision of this section may be prohibited from serving on a Town selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a Town employee may subject said employee to disciplinary action.

Please contact the Town Attorney, Mitchell Bierman, (305) 854-0800, [mbierman@wsh-law.com](mailto:mbierman@wsh-law.com), for any questions concerning “Cone of Silence” compliance.

## **SECTION 2. PROJECT DESCRIPTION**

### **2.01 Background Information**

The Town of Cutler Bay was incorporated in November, 2005, and is the newest municipality in Miami-Dade County. The current population is approximately 37,000. The Town is located within Miami-Dade County with the Village of Palmetto Bay to the north and Miami-Dade County to the west and to the south.

The Building Division is one of three divisions of the Department of Community Development. The other divisions include planning and zoning and code compliance. Since incorporation, all building and permitting functions have been provided to the Town through a contractual agreement with a private firm in accordance with the Town’s procurement process and outsourcing model. In June 2007, prior to the expiration of the contract for building services, Town staff conducted a review of current operations and upcoming demand for services.

After a thorough analysis of the operation of the Building Division, the recommendation was, among other things, that the Town continues to outsource plan review, inspections and administrative support services to either firms providing all or some of the services required or to individuals as independent contractors. In conjunction with the analysis it was recommended that the Town consider hiring a full-time Office Manager. The Town expressly reserves the right to consider employing in house staff for some or all the services required.

Building permit activity and corresponding revenues have increased since the Town’s incorporation, indicating a healthy trend in the Town that is expected to continue. Table I shows building permit activity and total revenue for the Town for this year through the month of June. Approximately 3,000 permits were issued, with the volume of revenue starting at @ \$10,000 in October and increasing virtually every month to a

total of \$58,330 in June,2007.

Table I. Building Permit History

	<u>FY'06/'07</u>
Open Permits Revenue to 6/07	\$ 3,850.00
Permit Revenue To 6/07	\$ 338,225.09
Total Revenue	\$ 342,075.09

## 2.02 Scope of Work to be Performed

1. Process permit applications.
2. Review plans for permitting.
3. Issue permits.
4. Inspect all permitted jobsites.
5. Issue Certificates of Occupancy.
6. Enforce the requirements of the Building Code.
7. Collect and report all permit-related revenues per the Town's Permit Fee Schedule.
8. Submit monthly reports to Town Manager of permit activity and revenues collected.
9. Process records relating to permits; storage and archiving of permit files.
10. Submit report detailing number of permits issued, plans reviewed and inspections performed; utilizing the Town's computer tracking system
11. Prepare cases presented and attendance at applicable boards, including but not limited to the Board of Rules and Appeals, the Contractors Licensing Board and the Unsafe Structures Board.
12. Provide administrative and clerical staff to support permitting functions (under supervision of Office Manager). **{This item is optional but the response must clearly indicate whether this service will be offered}**
13. Consult with architects/engineers and contractors for Building Code guidance on large projects.
14. Meet with architects/engineers, homeowners, contractors and other permit holders when requested, to discuss any questions, problems or concerns on plans or permits.
15. Provide emergency 24-hour Building Code service to respond to damage to structures.

16. Provide Building Code damage assessment service for emergencies and natural disasters.
17. Provide jobsite disaster preparation and follow-up service.
18. Scan/digitize all permit documents as required and retain all legal records.
19. Utilize automation and computer support and/or software for servicing permits, inspections and Building Code activities (Town uses MAIS software).
20. Verify Notices of Commencement.
21. Provide adequate communication capabilities through utilization of equipment supplied (cellular phones, two-way radios, pagers, etc.) to all personnel.
22. Maintain satisfactory workload/service level demands through utilization of increases and/or decreases in staffing overtime, including weekends, whenever required.
23. Verify contractor's license and appropriate insurance upon acceptance of permit application.
24. Receive and respond to, in a timely manner, questions and/or complaints, relating to the building code.
25. Attend Town staff and Council meetings upon request of the Town Manager, Building Official or Town Council.

### **2.03 Level of Services Required**

1. Complete first plan review for single family residences within seven (7) working days. In order to attain this goal, as well as issue a permit within the same time frame, the permit processing staff shall call/fax/email the plan reviewer's results to the appropriate designer of record or contractor as each trade completes its review. Plan reviews of single family residence of much less complexity shall be completed within one (1) to three (3) working days.
2. Complete plan review for retail and office buildings, multi-dwelling units, and similar types of construction projects within fifteen (15) working days for the first review. The staff shall call/fax/e-mail results to the appropriate designer of record or contractor as each trade completes its review. Permit issuance will depend upon the size and complexity of the project and length of time taken by the designer to return plans with corrections to conform to the building code.
3. Perform inspections within twenty-four (24) business hours from the time they are called into the Town. Inspection requests may be submitted via phone, fax or e-mail to the Town.
4. Offer same-day and/or two (2)-day permitting for specified types of work.
5. Offer expedited plan review for an additional fee.



6. Offer after-hours and weekend inspections and appointments with key personnel, by appointment, for an additional fee.
7. Respond to building applicants' questions and/or complaints within two (2) business days.

## **2.04 Customer Service Requirements**

1. Establish customer service standards for office personnel whom will report to a Town Office Manager.
2. Establish an employee code of conduct towards customers.
3. Greet each customer coming into the office and on the telephone.
4. Return all phone calls within two (2) business days.
5. Consider assigning one office member to exclusively answer phones and handle matters that can be conducted via telephone.
6. Establish flexible work schedules for employees to extend office hours and services on certain days of the week and/or on weekends, following a hurricane, to carry out special code compliance sweeps, to enforce building code regulations, etc.
7. Call applicants to advise when permit/plans are ready for pick-up or in need of revisions.
8. Assist in the development of a customer service evaluation form to gather constructive feedback from customers.
9. Assist in the development of a system for complaints and establish a process for prompt, written follow-up.
10. Assist in the development of a check-list for applicants detailing the permit application process and requirements.
11. Assist in the development of an informational brochure for property owners on the importance and requirements of hiring a licenses, insured contractor and non-compliance penalties.
12. Assist in hosting a separate, annual educational seminar for property owners and contractors on building permitting requirements and procedures.
13. Assist in coordinating code compliance efforts between code compliance officers and building inspectors.
14. Clearly identify all inspector vehicles as Town of Cutler Bay building inspectors.
15. Identify all inspectors by a Town of Cutler Bay identifications badge, visible and displayed at all times.
16. Increase on-line capabilities for building and permitting services.
17. Implement new technological upgrades, as they may become available.

## **SECTION 3. SPECIAL CONDITIONS**

### **3.01 Term of Agreement**

An agreement is contemplated for a two (2)-year period, with two options to extend the

contract for a one (1) year term. The agreement may be terminated by either party with at least ninety (90) days notice.

### **3.02 Compensation for Services**

Compensation will be a negotiated price for services. *For informational purposes only*, as of October 1, 2007, compensation for all building and permitting services currently supplied to the Town is shared from gross revenues at 80% paid to the outsourced firm or and 20% of gross revenues retained by the Town. Should the Town elect to retain independent contractor's, the Town will retain all revenue and pay the service provider's according to the contract.

### **3.03 Assistance Provided by Town**

Office space, desk-top computers and telephones will be made available to the successful Respondent at no charge while performing the scope of services outlined in this RFP. Copying capability and fax capability shall be provided at a rate of five cents per sheet.

### **3.04 Permits, Taxes, Licenses**

The Respondent shall at its own expense obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

### **3.05 Laws, Ordinances**

The Respondent shall observe and comply with all federal, state and local laws, ordinances, rules, regulations and professional standards that would apply to this contract.

### **3.06 Insurance**

1. Prior to execution of an agreement with the Town, the successful Contractor shall provide certificates evidencing insurance coverage as follows:
  - a) Professional Liability Insurance in the minimum amount of \$1,000,000.
  - b) Comprehensive general liability insurance with broad form endorsement, including automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement.

- c) Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereafter amended, and applicable federal law. The policies must include Employer's Liability with minimum limits of \$500,000 per accident.
2. The underwriter of such insurance shall be qualified to do business in Florida, be Best rated A-8 or better, and have agents upon whom service of process may be made in the State of Florida.
3. Policies shall contain waiver of subrogation against the Town, where applicable, and shall expressly provide that the policy or policies are primary over any other insurance the Town may have. All policies shall contain a "severability of interest" or "cross-liability" clause without obligation for premium payment by the Town.
4. All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The successful Respondent shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.
5. The Certificates shall clearly indicate that the successful Respondent has obtained insurance of the type, amount, and classification as required and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town's representative, and shall include the Town of Cutler Bay as an additional insured.
6. The successful Respondent shall require its consultants and subconsultants, if any, to procure and maintain insurance coverage in the required amounts or alternatively insure the activities provided by any consultants or subconsultants in the Respondent's own policies. In the instance that several independent contractors are selected, the selected contractors may obtain insurance coverage collectively. Compliance with the

foregoing requirements shall not relieve the successful Respondent of its liability and obligations under the agreement.

### **3.07 Background Screenings**

The successful Respondent shall certify that he or each of its staff persons has undergone a criminal background investigation, and shall ensure that no staff person has been convicted of a felony, crime of moral turpitude or violent crime. No staff person that has been convicted of a felony or a misdemeanor, which misdemeanor concerns allegations of assault, sexual offender, theft or violence shall be assigned to staff the successful Respondent's contract with the Town. Failure to do the background screening or failure to provide the background screening information to the Town shall be cause for immediate, for cause, termination of services. The knowing or negligent use of staff convicted of a felony, crime of moral turpitude, or violent crime shall be cause for immediate termination of an awarded contract.

Periodic drug testing of staff shall be conducted to ensure a drug free workplace.

### **3.08 Terms and Conditions**

1. The Town reserves the right to accept or reject any submission in the best interest of the Town. In making such a determination, the Town reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Respondent, including officers, principals and senior management and supervising personnel assigned to the project. The Town also reserves the right to waive minor variations or irregularities.
2. The Town reserves the right to award the contract to the next most qualified firm or individual independent contractor if the successful firm does not begin the contracted services within a prescribed number of days or if an acceptable fee cannot be negotiated.
3. The Respondent shall report to the Town Manager, or assigned designee.
4. The Respondent shall be an independent Contractor under this Agreement.
5. The Respondent shall not represent other clients in matters adverse to the Town, and shall make promptly known any conflicts or potential conflicts. If said conflicts cannot be satisfactorily resolved to the Town's satisfaction, the Town reserves the right to

suspend and/or terminate the services of the Respondent and procure same from other Respondents.

6. The Respondent acknowledges that he/she has not been convicted of public entity crime or placed on the convicted vendor list.
7. The Town reserves the right to delete or modify the services and scope of work under this agreement at any time with or without cause. If such scope of work is reduced, the payment to the Respondent shall be reduced by a commensurate amount.
8. The Respondent may not change the principal person(s) working on this agreement without the express permission of the Town.
9. The Town reserves the right to negotiate the compensation proposed by the Respondent under this RFP.

## **SECTION 4. SUBMISSION FORMAT, EVALUATION PROCESS & SELECTION**

### **4.01 Selection**

All responsive Proposals submitted in response to this RFP will be evaluated by a selection committee, appointed by the Town Manager, based upon the criteria specified in Section 4.03. Respondents may be requested to make a presentation to the selection committee for the purpose of reviewing the submittal and further evaluation of the response. Additional information may be requested. The Town Manager will enter into final negotiations with the firm or independent contractors selected as to the appropriate legal form to memorialize the proposed agreement.

### **4.02 Submission Format**

Each Respondent shall submit one (1) original and nine (9) copies of the following:

1. A cover letter indicating an interest in providing the services described in this RFP to the Town.
2. Documentation of business structure (corporation, joint venture, partnership, independent contractor),. In the case where the Respondent is incorporated, documentation of incorporation from the Secretary of State of Florida, and contact name, address and telephone number(s). If a joint venture, identify Respondent that is to serve as the principal and able to commit on behalf of the joint venture.

3. Affirmative statement and documentation that Respondent shall be an independent contractor of the Town and currently licensed to practice in the State of Florida.
4. Documentation that all assigned professional staff is properly licensed/certified to practice in Florida and are qualified to perform building plan review and inspection functions as provided for in the submittal.
5. Respondent's Qualifications, Related Experience and References. Describe the qualifications, expertise and experience of the firm or the independent contractor in performing building permitting services in local governments over the past three (3) years. The response shall state the size of the Respondent's firm locally and the number and level of professional and administrative staff to be employed in this engagement on a full-time basis and the number and level of the staff to be employed on a part-time basis; if applicable. Include a list of municipal clients served, description of services of a similar nature provided, length of time service was provided, total contract price, how services were charged (whether flat fee, monthly, per permit or other methods), contact names and telephone numbers.

If the Respondent is a joint venture or consortium, the qualifications and experience of each Respondent comprising the entity shall be separately described.

Describe the capability and experience of professional personnel to be assigned to the Town and the quality of the management support personnel to be available for technical consultation. List professional personnel to be assigned to the Town and provide experience statements and qualifications. List management support personnel available and provide experience statements and qualifications.

Describe the capability and experience of administrative support personnel to be assigned to the Town. List personnel available and qualifications, including computer abilities and familiarity with software used by the Town Building Division.

Attach company brochures and/or informational materials.

If the Respondent is an independent contractor, the qualifications and experience of the independent contractor and a precise

- indication of which services are offered.
6. Approach.  
  
Describe the approach to delivery of the scope of work to be performed per Section 2.02, including adequacy of proposed staffing plan to carry out the work. Firms and joint ventures shall provide a project staffing plan and organizational chart.  
  
Present the approach and describe ability to meet level of service standards per Section 2.03 for plan reviews and inspections. Describe a staffing plan taking into consideration varying volumes among trade plan reviews and inspections. Present a full approach describing the commitment to customer service requirements and means to meet delivery standards per Section 2.04.
  7. Charge for Services.  
  
Present proposed charge for services; whether flat fee, monthly, per permit or other methodology to be used as the basis for negotiation of compensation for successful Respondent.
  8. Attach certificates of general and professional liability insurance indicating extent of coverage.
  9. Provide information of the circumstances and status of any disciplinary action taken or pending against the Respondent during the past three (3) years with any state regulatory bodies or professional organizations.
  10. Provide an explanation of all pending litigation, major disputes, contract defaults and liens over the last five (5) years.
  11. Include signed response signature page and executed applicable RFP addenda wherein the Respondent acknowledges and warrants that he/she has read and agrees with all of the terms and conditions contained herein.

#### **4.03 Evaluation Criteria**

The following represent the principal selection criteria which will be considered during the evaluation process upon submission of a complete response to this RFP:

#### Points

1.	Qualifications and related experience of Respondent	15
2.	Assigned personnel capability and experience	
	15	
3.	Approach to delivery of building and permitting services	20
4.	Approach to meeting customer service requirements	20
5.	Innovative performance ideas and concepts	
	10	
6.	Compensation & methodology	<u>20</u>
	TOTAL:	100



**APPENDIX A**

**RESPONDENT WARRANTIES**

- A. Respondent warrants that it is willing and able to comply with State of Florida laws with respect to foreign (non-State of Florida) corporations.
- B. Respondent warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Respondent warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town Council.
- D. Respondent warrants that all information provided by it in connection with this submission is true and accurate.

E.                   **CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:**

Respondent warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Respondent has not, and will not pay a fee, the amount of which is contingent upon the Town awarding this contract. Respondent warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County and the Town of Cutler Bay conflict of interest and code of ethics ordinances. Further, Respondent acknowledges that a violation of this warranty will result in the termination of the agreement and forfeiture of funds paid, or to be paid, to the Respondent, if the Respondent is chosen for performance of the contract.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Respondent: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX B**

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Cutler Bay by:

\_\_\_\_\_ [print individual's name and title]

for \_\_\_\_\_

[print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

\_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's

length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. {attach a copy of the final order.}

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_

Signature

STATE OF FLORIDA )

)

COUNTY OF MIAMI-DADE )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary)\_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: print, stamp or type as commissioned.)

\_\_\_ Personally known to me, or

\_\_\_ Personal identification:

\_\_\_\_\_  
(Type of Identification Produced)

\_\_\_ Did take an oath, or

\_\_\_ Did Not take an oath

**APPENDIX C**

**NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA )

)

COUNTY OF MIAMI-DADE )

\_\_\_\_\_ being first duly sworn, deposes and  
says that:

- (1) He/She/They is/are the \_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Respondent that has submitted the attached submission;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;
- (3) Such Response is genuine and is not a collusive or sham Response
- (4) Neither the said Responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Responder, firm, or person to submit a collusive or sham Response in connection with the Work for which the attached Response has been submitted; or to refrain from Responding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Responder, firm, or person to fix any overhead, profit, or cost elements of the Response or of any other Response, or to fix any overhead, profit, or cost elements of the Response Price or the Response Price of any other Responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Responder or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness Signature By: \_\_\_\_\_

\_\_\_\_\_  
Witness Print Name and Title \_\_\_\_\_

STATE OF FLORIDA )

)

COUNTY OF MIAMI-DADE )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary)\_\_\_\_\_ and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal. \_\_\_\_\_  
Notary Public, State of Florida

NOTARY PUBLIC:  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: print, stamp or type as commissioned)

\_\_\_\_ Personally known to me, or \_\_\_\_\_ Did take an oath, or  
\_\_\_\_ Personal identification: \_\_\_\_\_ Did Not take an oath.

\_\_\_\_\_

Type of Identification Produced

**APPENDIX D**  
**ACKNOWLEDGEMENT**

State of Florida  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand  
and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or

as commissioned.)

Type

- Personally known to me, or
- Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

- Did take an oath, or
- Did not take an oath.

TAB 7



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA; DETERMINING THE PROPOSED MILLAGE RATE, AND THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND BUDGET HEARINGS AS REQUIRED BY LAW; DIRECTING THE CLERK OR HER DESIGNEE TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER AND TAX COLLECTOR OF MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on June 29, 2007, Property Appraiser of Miami-Dade County, Florida (the "Property Appraiser") served upon the Town of Cutler Bay, Florida (the "Town"), a "Certification of Taxable Value" certifying to the Town its 2007 taxable value; and

**WHEREAS**, the provisions of Section 200.065, Florida Statutes, require that the Town, within thirty-five (35) days of service of the Certification of Taxable Value, furnish to the Property Appraiser and Tax Collector the proposed millage rate and the date, time and place at which public hearings will be held to consider the proposed millage rate and the tentative budget; and

**WHEREAS**, the Town Council desires to announce the dates of the first and second public hearings to the Property Appraiser of Miami-Dade County.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are true and correct and incorporated into this resolution by this reference.

**Section 2.** That the proposed millage is declared to be 2.447 mills, which is \$2.447 per \$1,000.00 of assessed property within the Town of Cutler Bay, Florida.

**Section 3.** That the date, time and place of the first and second public hearings are set by the Town Council as follows:

<u>Date</u>	<u>Time</u>	<u>Place</u>
<u>First Budget Hearing:</u>		
<u>September 10, 2007</u>	<u>7:00 P.M.</u>	<u>South Dade Regional Library Branch</u> <u>10750 SW 211 Street</u> <u>2<sup>nd</sup> Floor</u> <u>Cutler Bay, Florida 33189</u>

Second Budget Hearing:

September 17, 2007

7:00 P.M.

South Dade Regional Library Branch  
10750 SW 211 Street  
2<sup>nd</sup> Floor  
Cutler Bay, Florida 33189

In the event that either the Board of County Commissioners of Miami-Dade County, Florida or the Miami Dade County School Board schedule their Budget Hearings on a date set for a Town Budget Hearing, the Mayor is authorized to change the date, time and place of one or both of the Budget Hearings as required by general law. In the event the date, time or place of a Town Budget Hearing is changed the Town Clerk provide public notice in the manner required by general law and the Town Charter.

**Section 4.** That the Town Clerk is directed to send the original Certification of Taxable Value and a certified copy of this resolution to the Property Appraiser.

**Section 5.** This resolution shall be effective immediately upon its adoption.

PASSED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
PAUL S. VROOMAN, Mayor

Attest:

\_\_\_\_\_  
ERIKA GONZALEZ-SANTAMARIA, CMC  
Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE TOWN OF CUTLER BAY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN PASTORIZA  
COLE & BONISKE, P.L.  
Town Attorney

Moved By:  
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman \_\_\_\_\_

Vice Mayor Edward P. MacDougall \_\_\_\_\_

Councilmember Peggy R. Bell \_\_\_\_\_

Councilmember Timothy J. Meerbott \_\_\_\_\_

Councilmember Ernest N. Sochin \_\_\_\_\_

TAB 8



## Planning & Zoning Department

R. Don O'Donniley, AICP  
Planning Director

# MEMORANDUM

To: Steven Alexander, Town manager

From: R. Don O'Donniley, AICP, Planning Director

Date: July 18, 2007

Re: Proposed revisions to Section 33- 304(a) "Applications" of the Town Code

### **REQUEST:**

Amendment to Chapter 33-304(a) "Applications"; relating to the filing and re-filing of applications.

### **BACKGROUND AND ANALYSIS:**

#### **BACKGROUND**

Currently, the Town Code provides for certain types of applications to be filed on certain days of the week. In addition, the Code provides certain time limitations on the re-filing of applications if denied by the Town Council.

#### **ANALYSIS**

The Town Code currently provides for the acceptance of certain types of applications on specific days of the week. This limitation on filing applications may have been needed in the County given the County's time frames for review and the public hearing process but does not seem to be necessary for the Town of Cutler Bay. Town staff believes that such timeframes for filing are not necessary in the Town and removal of such timeframes would further streamline the development review process.

In addition, the current Town Code provides certain limitations on the re-filing of applications if denied by the Town Council. Town staff believes that these re-filing limitations should be shortened from one (1) year to six (6) months for all applications, with the exception of district boundary changes (re-zonings), which should continue to have the one (1) year limitation.

The remaining amendments made by the proposed Ordinance are a continued effort by Town staff to tailor the County's Code to the Town Code.

**RECOMENDATION**

Town staff recommends approval.

10720 Caribbean Boulevard, Suite 110  
Cutler Bay, FL 33189  
(305) 234-4262 Office  
(305) 234-4251 Fax  
[www.cutlerbay-fl.gov](http://www.cutlerbay-fl.gov)

**ORDINANCE NO. 07-\_\_\_**

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL  
OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING  
CHAPTER 33 “ZONING,” SECTION 33-304  
“APPLICATIONS” BY PROVIDING FOR REGULATIONS  
FOR FILING OF APPLICATIONS; PROVIDING FOR  
REGULATIONS FOR RE-FILING OF APPLICATIONS;  
AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, currently the Town of Cutler Bay (the “Town”) Code of Ordinances (the “Code”) provides for certain limitations on the filing as well as re-filing of applications; and

**WHEREAS**, Town staff recommends that these limitations be amended in order to better streamline the development review process; and

**WHEREAS**, the Town Council finds these changes to be in the best interest and welfare of the Town.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY AS FOLLOWS<sup>1</sup>:**

**Section 1. Findings.** The foregoing “Whereas” clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

**Section 2. Amendment to Chapter 33 of the Town Code of Ordinances.** Chapter 33 “Zoning,” Section 33-304 “Applications” of the Town Code of Ordinances is hereby amended as follows:

**Sec. 33-304. Applications.**

(a) All requests for a district boundary change, changes in the zoning regulations, appeals of administrative decisions, site plan approval, special exceptions or unusual uses, new uses, variances, approvals of or modifications to developments of regional impact (“DRI”), including substantial deviation determinations, and determinations that a DRI is essentially built out, shall be made by filing an application therefor with the Director on application forms prescribed by the Director ~~or by rule and regulation of the Developmental Impact Committee~~. Forms shall include, but not be limited to, disclosure forms for corporations, trusts, and partnerships, and disclosure of information regarding contract purchasers and their percentage(s) of interest. Disclosure shall not be required of: 1) any entity, the equity interests in which are regularly traded on an established securities market in the United States or another country; or ii) pension funds or pension trusts of more than five thousand (5,000) ownership interests; or iii) any entity where ownership interests are held in a partnership, corporation or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership, and where no one (1) person or entity holds more than a total of five (5) percent of the ownership

---

<sup>1</sup> Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, **shaded** text reflects changes made from First Reading.

interest in the partnership, corporation or trust. Entities whose ownership interests are held in a partnership, corporation, or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership, shall only be required to disclose those ownership interest which exceed five (5) percent of the ownership interest in the partnership, corporation, or trust. ~~Disclosure forms shall be established by administrative order to be approved by the Board of County Commissioners. Such disclosure forms shall be included in the agendas distributed in connection with the public hearing on the application. Where applicable, requests shall specify whether, and the extent to which, the requested change in land use or proposed development conforms to the Comprehensive Development Master Plan for Miami-Dade County, Florida.~~

All requests ~~for which authorizes or permits~~ development filed pursuant to this section shall include a boundary survey of the property which is the subject of the application performed in accordance with Chapter 61G17-6.0031, Florida Administrative Code as may be amended from time to time in the event any portion of the property is contiguous to or across the street from a municipal boundary. It is further provided that such survey shall depict the location of any municipal boundary on or across the property being surveyed. The boundary survey submitted shall have been updated within one year proceeding the date of an application filed pursuant to this section.

In the event that the Town Council denies any application filed pursuant to this section, except for a district boundary change, a period of six (6) months must run prior to the filing of the same type of application on the same property. In the event that the Town Council denies an application for a district boundary change, a period of one (1) year must run prior to the filing of a subsequent district boundary change on the same property. Notwithstanding the foregoing, the Town Council, upon a showing of good cause by the applicant, may provide for a different waiting period for the re-filing of an application on the same property.

~~Upon the approval of a zoning application in whole or in part, a period of six (6) months must run prior to the filing of any subsequent application on the same property; provided that the appropriate board upon approving the application may provide for a different waiting period upon a showing of good cause. Applications approved for withdrawal without prejudice must wait a period of six (6) months prior to the filing of any subsequent application on the same property; provided that the appropriate board upon approving the withdrawal without prejudice may provide for a different waiting period upon a showing of good cause. Upon the final denial of a zoning application without prejudice, a period of one (1) year must run prior to the filing of a subsequent application on the same property; provided that the appropriate board upon denying the application without prejudice may provide for a different waiting period upon a showing of good cause. Upon the withdrawal or final denial of a zoning application with prejudice in whole or in part, a period of eighteen (18) months must run prior to the filing of a subsequent application. In the event an application in whole or in part has been twice or more denied or withdrawn, a period of two (2) years must run prior to the filing of any subsequent application. Such periods of limitation shall not commence to run until the decision has been rendered by the last Board to consider the application. Further, such periods of limitation shall not apply to applications filed by the Director or the Zoning Official.~~

~~Notwithstanding the provisions in the foregoing paragraph, it is expressly provided that, except for applications that have been twice or more denied or withdrawn, there shall be no period of limitation for either (1) a subsequent application that proposes a lesser total density or a less~~



~~intense use than the preceding application, as determined by the Director at the time of filing; (2) a subsequent application that proposes five (5) or fewer residential units; or (3) a subsequent application that proposes development in the "urban infill area," as that area is defined in the Comprehensive Development Master Plan.~~

~~An application may be withdrawn without prejudice by the applicant as a matter of right, provided the request for withdrawal is in writing and executed in the same manner as provided by Section 33-309 for the executing of application, and filed with the Department prior to the mailing of final notices, as provided by Section 33-310(c)(2); otherwise all such requests for withdrawal shall be with prejudice save and except that the Community Zoning Appeals Boards or the Board of County Commissioners may permit withdrawals without prejudice at the time the matter is considered by the Town Council such Boards; provided, further, no application may be withdrawn after final action has been taken.~~

~~(b) All zoning hearing applications delineated in this chapter may only be filed and accepted for filing (i) on the first Monday of each month and the following Tuesday and Wednesday of that week; or (ii) on the third Monday of each month followed by the Tuesday and Wednesday of that week. It is provided however that no zoning application will be accepted on a day set forth above which occurs on a legal holiday. Administrative variances may be filed at any time.~~

~~(c) At the end of each said time period set forth in subpart (b) the Director shall promptly identify and group those applications for district boundary changes, use special exceptions, unusual and new uses and use variances which relate to or affect any particular or immediate neighborhood or area as determined by the Director, and, to the extent possible, shall notice public hearings thereon, in accordance with Section 33-310 of the Code of Miami Dade County, so as to allow the appropriate board to consider and determine the effect of the said applications on the said neighborhood or area as a whole and their relation to and conformity with the Comprehensive Development Master Plan.~~

~~(d) All applications for zoning action which would permit, if granted, development activity that meets one (1) of the following criteria are hereby declared "developments of county impact":~~

- ~~(1) Residential apartment developments involving in excess of eight hundred (800) units;~~
- ~~(2) All planned developments (provided by article XXXIIB) or cluster developments (provided by article XXXIIIA) involving in excess of eight hundred (800) units;~~
- ~~(3) Business uses involving in excess of thirty (30) acres or one hundred fifty thousand (150,000) square feet of retail floor area, or one thousand five hundred (1,500) vehicle off street parking space capacity;~~
- ~~(4) Mobile home parks involving in excess of eight hundred (800) mobile home units;~~
- ~~(5) Townhouse developments involving in excess of one hundred (100) acres or eight hundred (800) units;~~
- ~~(6) Recreational, cultural, or entertainment facilities, exclusive of golf courses, involving in excess of one thousand five hundred (1,500) vehicle off street parking space capacity for single performances of fifty (50) acres;~~
- ~~(7) Office buildings or office complexes involving two hundred fifty thousand (250,000) square feet of floor space, or one thousand five hundred (1,500) vehicle off street parking space capacity;~~
- ~~(8) Industrial, processing or manufacturing activity involving in excess of one hundred (100) acres, or one thousand (1,000) vehicle off street parking space capacity;~~
- ~~(9) Hotel and/or motel developments involving in excess of five hundred (500) units;~~
- ~~(10) Detached single family development involving in excess of eight hundred (800) units.~~

~~If any applicant is in doubt as to whether his proposed development would be a development of County impact, he may request a determination from the Developmental Impact Committee. Within thirty (30) days of the receipt of such request, the Chairman, on behalf of the Developmental Impact Committee, shall issue a letter of interpretation with respect to the proposed development. Where an application seeks only a special exception for site or plot use plan approval, the Developmental Impact Committee may require completion of a site plan application on a form prescribed by rule and regulation.~~

~~(e) Amendments to an application shall be permitted; provided that, unless otherwise requested, suggested or concurred in by the Developmental Impact Committee, no substantial amendment shall be accepted by the Director within thirty (30) days prior to the first scheduled hearing on the application by the appropriate board or once the application has been heard and determined by the Community Zoning Appeals Board; provided further that an applicant may petition the appropriate board to permit such amendment at the time of hearing on the application and such amendment shall be accepted if approved by majority vote of those present upon good cause shown and provided it falls within the scope of the legal advertisement. In determining good cause, the appropriate board shall consider, among other factors, the timeliness of the amendment and the degree of inconvenience or surprise to objectors to the application.~~

~~(f) All planned area development applications shall adhere to the following procedures which shall be deemed exclusive notwithstanding any other section herein: The Department shall submit the required exhibits for the total development plan to the Developmental Impact Committee for review in accordance with standards and review procedures of the Developmental Impact Committee. At a public hearing held by the Community Zoning Appeals Board, the developer shall present the proposal. The Community Zoning Appeals Board shall have the recommendations of the Developmental Impact Committee. The Community Zoning Appeals Board shall consider the information presented by the applicant, the recommendations of the Developmental Impact Committee and viewpoints of the public expressed at the hearing. The Community Zoning Appeals Board shall take formal action either approving the plan as presented, approving it subject to certain specified modifications, or disapproving it. Upon approval, plans, documents and recordable development agreements shall be filed with the Department and recorded in the official records and shall thereby constitute the planned area development district. If the planned area development is approved with specific modifications, as incorporated in the Community Zoning Appeals Board resolution, those modifications shall be made by the applicant prior to filing documents and plans with the Department. Such filing shall be completed within sixty (60) working days from the date the action of the Community Zoning Appeals Board becomes final including all appeals. Failure to do so shall nullify the Community Zoning Appeals Board's action unless waived by the Community Zoning Appeals Board or if appealed, by the County Commission. The Director shall review all modifications in accordance with the Community Zoning Appeals Board's resolution. The approved planned area development shall be indicated on the zoning map as would any other district boundary change. Review at the development tract level may then be initiated pursuant to the provisions of the planned area development districts.~~

~~\*\*\*~~

**Section 3. Severability.** If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 4. Conflict.** All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

**Section 5. Effective Date.** This Ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

PASSED AND ADOPTED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
PAUL S. VROOMAN, Mayor

Attest:

\_\_\_\_\_  
ERIKA GONZALEZ-SANTAMARIA, CMC  
Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE TOWN OF CUTLER BAY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN PASTORIZA  
COLE & BONISKE, P.L.  
Town Attorney

Moved By:  
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman \_\_\_\_\_  
Vice Mayor Edward P. MacDougall \_\_\_\_\_  
Councilmember Peggy R. Bell \_\_\_\_\_  
Councilmember Timothy J. Meerbott \_\_\_\_\_  
Councilmember Ernest N. Sochin \_\_\_\_\_

TAB 9



## Planning & Zoning Department

R. Don O'Donniley, AICP  
Planning Director

# MEMORANDUM

To: Steven Alexander, Town manager

From: R. Don O'Donniley, AICP, Planning Director

Date: July 18, 2007

Re: Proposed revisions to Section 33 of the Town Code relating to Open House signs

---

### **REQUEST:**

Staff has been requested by several members of the Town Council to review the standards for "Open House" signs. Following the review, staff was to make recommendations for standards for the Town of Cutler Bay.

### **BACKGROUND AND ANALYSIS:**

#### **BACKGROUND**

Town staff from the Code Compliance Division had found a number of companies and individuals selling property in Cutler Bay were confused as to the standards for "Open house" signs. As voluntary compliance was implemented, the confusion as to standards resulted in a number of inquires to Council members. Staff was requested to review County standards and research adjoining jurisdictions to consider current standards for "Open House" signs.

#### **ANALYSIS**

County standards consist of general regulations and administrative policies. Several jurisdictions have either adopted revised standard or are in the process of considering new standards. Generally the type of regulations being adopted continues the prohibition against placing signs within rights of way due to safety and liability concerns. In addition, these new standards permit signage at the location of the property for sale and at other locations to guide potential buyers to the open house.

Staff has developed a number of proposed standards that are designed to permit adequate signage to support open house events. These include:

- (a) The ability to place a sign on the property for sale and with permission from an owner, up to three off site signs guiding potential clients to the site.
- (b) The ability to place signage announcing an open house one day prior to the open house on the site and off site.
- (c) Clarifying that placement of an "Open House" sign does not require a permit but also providing for penalties if signs are not placed correctly, within the designated time frame, or within right of ways..

### **RECOMENDATION**

Staff recommends adoption of the revised standards for "Open House" signs.

10720 Caribbean Boulevard, Suite 110  
Cutler Bay, FL 33189  
(305) 234-4262 Office  
(305) 234-4251 Fax  
[www.cutlerbay-fl.gov](http://www.cutlerbay-fl.gov)

**ORDINANCE NO. 07-\_\_**

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR REGULATIONS OF “OPEN HOUSE” SIGNS; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, it is the intent of the Town Council of the Town of Cutler Bay (the “Town”) to permit the display and use of “Open House” signs to advertise residential property for sale or lease on premises other than the premises where the residential property for sale or lease is located; and

**WHEREAS**, by regulating “Open House” signs, the Town will encourage fair competition and uniform business practices while minimizing the secondary impacts of such signs on residential neighborhoods, endangering the public safety, or otherwise destroy or impair aesthetic or visual qualities of the Town; and

**WHEREAS**, the Town Council finds the regulations contained herein to be in the best interest and welfare of the Town.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY AS FOLLOWS:**

**Section 1. Findings.** The foregoing “Whereas” clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

**Section 2. Open House Signs.**

**(A) Definition.**

An “Open House sign” shall mean a sign directing individuals toward a house that is open for inspection for the purpose of selling said property. The wording on the Open House sign shall be limited to the words “Open House,” the name of the residential property owner or the name of the real estate agent, and the residential property address.

**(B) Number and Location.**

1. **On-premises.**

One (1) Open House sign may be located on the premises of the residential property that is open for inspection. Open House signs shall not be permitted in the public right of way or swale. Such signs shall be located no less than five (5) feet from the edge of the public right-of-way or swale.

2. Off-premises.

A maximum of three (3) Open House signs may be located on private property off-premises from the residential property that is open for inspection. However, no more than one (1) off-premises Open House sign shall be permitted along the frontage of a private property. Open House signs shall not be permitted in the public right-of-way or swale. Such signs shall be located no less than five (5) feet from the edge of the public right-of-way or swale.

**(C) Size.**

1. On-premises.

An Open House sign located on-premises shall not be larger than four (4) square feet. The maximum height of an Open House sign on-premises shall not exceed five (5) feet measured from grade to top of sign.

2. Off-premises.

An Open House sign located off-premises shall not be larger than 22 inches by 28 inches. The maximum height of an Open House sign off-premises shall not exceed three (3) feet measured from grade to top of sign.

**(D) Permit not required.**

No permit shall be required from or fee paid to the Town prior to displaying an Open House sign in any residential district. However, written consent from the property owner shall be required if the Open House sign is located off-premises on private property. A copy of said consent shall be available upon demand for inspection by Town staff.

**(E) Time.**

Open House signs may be displayed on Saturdays or Sundays during the hours of 9:00 AM to 6:00 PM. If an open house is to occur on a Saturday or Sunday, Open House signs may be displayed on the day preceding the open house from 9:00 AM to 6:00 PM. The display times shall be extended to 7:00 PM during daylight savings time. All Open House signs shall be removed immediately following the end of these designated display times.

**(F) Balloons, streamers, flags, or illumination or other attention attracting devices.**

Balloons, streamers, flags, illumination or other attention attracting devices shall be not permitted to be used in conjunction with an Open House sign.

**(G) Penalties.**

Failure to comply with the provisions of this Ordinance shall subject the violator to the provisions of Chapter 8CC of the Code. In the event that a violation of the Ordinance is not



provided for in Chapter 8CC of the Code, the failure to comply with the provisions in this Ordinance shall result in a fine of fifty dollars (\$50.00) for the first offense; one hundred dollars (\$100.00) for the second offense; and one hundred and fifty dollars (\$150.00) for the third offense.

**Section 3. Severability.** If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 4. Conflict.** All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

**Section 5. Effective Date.** This Ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

PASSED AND ADOPTED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
PAUL S. VROOMAN, Mayor

Attest:

\_\_\_\_\_  
ERIKA GONZALEZ-SANTAMARIA, CMC  
Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE TOWN OF CUTLER BAY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN PASTORIZA  
COLE & BONISKE, P.L.  
Town Attorney

Moved By:  
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman \_\_\_\_\_

Vice Mayor Edward P. MacDougall \_\_\_\_\_

Councilmember Peggy R. Bell \_\_\_\_\_

Councilmember Timothy J. Meerbott \_\_\_\_\_

Councilmember Ernest N. Sochin \_\_\_\_\_

TAB 10



## Planning & Zoning Department

R. Don O'Donniley, AICP  
*Planning Director*

# MEMORANDUM

To: Steven Alexander, Town Manager  
From: Don O'Donniley, AICP, Planning Director  
Date: July 18, 2007  
Re: Standards for Garage Sales

## REQUEST

That the Town Code be amended to add the following provisions as outlined in the accompanying ordinance.

The following is a summary of the proposed changes to the Town Code:

- That new standards be added to allow up to four garage sales each calendar year.
- That new standards be added to provide that garage sales that occur over two consecutive days are considered one sales event
- Each applicant for a garage sale may place up to three directional signs on private property with the owner's permission and one sign on the location of the sale

## BACKGROUND AND ANALYSIS

### **Background**

Several citizens have requested the Town review the current ordinance regulating garage sales and the standards within it. The Mayor has requested staff to prepare a revised Ordinance.

One new provision increases the number of allowed garage sales to four a calendar year. The ordinance also clarifies any two consecutive days are considered one

10720 Caribbean Boulevard, Suite 110  
Cutler Bay, FL 33189  
(305) 234-4262 Office  
(305) 234-4251 Fax  
[www.cutlerbay-fl.gov](http://www.cutlerbay-fl.gov)

sales event. Last, the Ordinance allows up to three directional signs to be located on private property to help direct traffic to the sale site.

### **Analysis**

The original provisions of the Dade County Code regulating garage sales, as written several years ago, now acts as the Town Code (Section 2-103.15). The County attempts to limit garage sales to two a year as a policy. In addition, it is not clear if a sale conducted during two days of a weekend constitutes one sales event or two. Enforcement may have been uneven and the citizens have asked for clearer rules that can be understood. The proposed ordinance clarifies that sales occurring during two consecutive days are one garage sale event. It also expands the number of sales events to four during any calendar year. Last, the provision of directional signs is clarified and revised to allow up to three signs located on private property to direct traffic to the sale site. There is also a provision that allows for a sign on the site where the sale is actually occurring.

The proposed ordinance also establishes minimum standards for operation of the sale. The proposed ordinance does not require any fee but does provide for an application and permit procedure.

This ordinance passed on first reading on June 20, 2007.

### **RECOMMENDATION**

Approval of the proposed revisions that pertain to garage sales in residential districts.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR COMPREHENSIVE REGULATIONS RELATING TO GARAGE SALES; PROVIDING FOR PENALTIES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, it is the intent of the Town Council of the Town of Cutler Bay (the “Town”) to permit and regulate garage sales within the Town; and

**WHEREAS**, regulating garage sales will permit residents to continue to have such sales, while minimizing the secondary impacts of such sales on the surrounding neighborhood; and

**WHEREAS**, the Town Council finds these changes to be in the best interest and welfare of the Town.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY AS FOLLOWS:**

**Section 1. Findings.** The foregoing “Whereas” clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

**Section 2. Residential Garage Sales.**

**(A) Definition.**

A “garage sale” shall mean the sale of personal property at the residential property on which the sale is occurring. The term includes lawn sale, yard sale, front yard sale, backyard sale, home sale, attic sale, rummage sale, patio sale, driveway sale, estate sale, or any similar designation.

**(B) Number of sales.**

Each residential homeowner or tenant may be permitted for up to four (4) garage sales per calendar year, with two (2) consecutive days of sales being defined as a garage sale.

**(C) Permit required.**

Prior to holding a garage sale, the homeowner or tenant shall obtain a permit from the planning department. There shall be no fee for the permit. The garage sale permit shall be prominently displayed on the premises while the sale is in progress. Applicants for garage sale permits shall provide the following information to the Town at the time of application:

(1) Name of the person conducting the sale or owner of the property at which the sale will be located;

(2) Location where the garage sale is to be conducted;

(3) Dates the sale is to be held;

(4) Dates of any past garage sales at the subject location within the past 12 months;

(5) Nature of the personal property to be sold; and

(6) Proof of residence.

Applications for garage sales to be located at multifamily residential buildings shall be accompanied by the written permission of the property owner or manager.

**(D) Time.**

It shall be unlawful for any person to conduct a garage sale other than between the hours of 7:00 a.m. and 7:00 p.m. It shall likewise be unlawful for any person to attend a garage sale, without regard to whether any goods are purchased by that person, other than between the hours of 7:00 a.m. and 7:00 p.m. A garage sale shall consist of a maximum of two (2) consecutive days and shall only take place on a Friday, Saturday, Sunday, or a national holiday.

**(E) Merchandise display**

Merchandise to be sold at a garage sale shall be displayed in a garage, carport, private driveway, or yard. Merchandise shall not be displayed within the public right-of-way or swale area. All items shall be removed by the end of the last day of the sale. In the event that a garage sale consists of two (2) days, all items kept overnight between the first and second day shall be covered in a water proof material.

**(F) Signs.**

Signs advertising garage sales shall be displayed only during the times of the sale and shall be permitted as follows:

(1) Only (1) sign may be located on the residential property on which the sale is occurring;

(2) Up to three (3) signs advertising a garage sale are permitted to be placed on private property, with the consent of the property owner, off-site from the location of the garage sale; and

(3) Signs shall not be larger than 22 inches by 28 inches.

Garage sale signs shall not be permitted within the public right-of-way or swale and shall be subject to the provisions set forth in Section 2-103.15 of the Code. Signs advertising such sales must be removed within twelve (12) hours after the completion of the sale.

**(G) Penalties.**

Failure to comply with the provisions of this Ordinance shall subject the violator to the provisions of Chapter 8CC of the Code. In the event that a violation of the Ordinance is not provided for in Chapter 8CC of the Code, the failure to comply with the provisions in this Ordinance shall result in a fine of fifty dollars (\$50.00) for the first offense; one hundred dollars (\$100.00) for the second offense; and one hundred and fifty dollars (\$150.00) for the third offense.

**Section 3. Severability.** If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 4. Conflict.** All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

**Section 5. Effective Date.** This Ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this 20<sup>th</sup> day of June, 2007.

PASSED AND ADOPTED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
PAUL S. VROOMAN, Mayor

Attest:

\_\_\_\_\_  
ERIKA GONZALEZ-SANTAMARIA, CMC  
Town Clerk



APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE TOWN OF CUTLER BAY:

---

WEISS SEROTA HELFMAN PASTORIZA  
COLE & BONISKE, P.A.  
Town Attorney

Moved By:  
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman \_\_\_\_\_

Vice Mayor Edward P. MacDougall \_\_\_\_\_

Councilmember Peggy R. Bell \_\_\_\_\_

Councilmember Timothy J. Meerbott \_\_\_\_\_

Councilmember Ernest N. Sochin \_\_\_\_\_

TAB 11



## Planning & Zoning Department

R. Don O'Donniley, AICP  
*Planning Director*

### MEMORANDUM

**To:** Steven J. Alexander, Town Manager  
**From:** Don O'Donniley, AICP, Planning Director  
**Date:** July 13, 2007  
**Re:** Ordinance formally repealing nonresidential setbacks

---

#### REQUEST:

This item has been requested by Town staff.

#### BACKGROUND:

The Town Council adopted Ordinance 07-07 relating to nonresidential establishments within the Town. The intent of this Ordinance was to provide development standards that are intended to encourage high quality aesthetically pleasing developments that produce a desirable relationship between buildings and the pedestrian. In order to accomplish this intent, Ordinance 07-07 encourages encroachment into the right-of-way and prohibits off street parking in the front of such establishments.

#### ANALYSIS:

Ordinance 07-07 repealed any previous ordinance(s) or Section(s) of the Code, which provided for nonresidential setbacks given that such setbacks would be in conflict within the intent of Ordinance 07-07. Therefore, in order to provide further clarification and transparency in the Code and in the abundance of caution, the proposed Ordinance formally repeals, to the extent in conflict with Ordinance 07-07, Sections 33-41, 33-42, 33-47, and 33-51 of the Code.

This ordinance passed on first reading on June 20, 2007.

#### RECOMMENDATION:

Approval

10720 Caribbean Boulevard, Suite 110  
Cutler Bay, FL 33189  
(305) 234-4262 Office  
(305) 234-4251 Fax  
[www.cutlerbay-fl.gov](http://www.cutlerbay-fl.gov)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, FORMALLY REPEALING CERTAIN PROVISIONS RELATED TO NONRESIDENTIAL SETBACKS WITHIN CHAPTER 33 "ZONING," ARTICLE II "BUILDING CONTENT, SETBACKS AND AREA OF SITES;" AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Cutler Bay (the "Town") adopted Ordinance 07-07 relating to nonresidential establishments within the Town; and

**WHEREAS**, it was the intent of the Town Council that in adopting Ordinance 07-07 that all nonresidential setbacks be removed in the Town; and

**WHEREAS**, this intent is evidenced by the regulations in Ordinance 07-07 which provide for no off-street parking in the front of such establishments, encroachments into the right-of-way, and sidewalks along the façade of buildings; and

**WHEREAS**, to further clarify this intent and in the abundance of caution, the Town Council desires to adopt this Ordinance; and

**WHEREAS**, public notice was provided in accordance with law; and

**WHEREAS**, the Town Council finds these changes to be in the best interest and welfare of the Town.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY AS FOLLOWS:**

**Section 1. Findings.** The foregoing "Whereas" clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

**Section 2. Repealing of Certain Provisions in Chapter 33 of the Town Code.** Chapter 33 "Zoning," Article II "Building Content, Setbacks and Area of Sites" is hereby repealed as follows:

**ARTICLE II. BUILDING CONTENT, SETBACKS AND AREA OF SITES**

\*\*\*

**Sec. 33-41. Setbacks--Application of tables.**

The minimum lot area and dimensions of sites and setbacks shown by tables in this article shall apply to the districts indicated.

~~Front building lines for all structures shall be set back from the nearest highway right of way according to sections on official right of way plan and minimum widths and tables in this article. The setback from all side and rear property lines shall be not less than ten (10) percent of the average width of the lot, provided such setback is not less than five (5) feet, but in no case shall such setback requirements exceed seven and one-half (7 1/2) feet, except where greater distance is required for a specified district by tables in this article and for corner lots.~~

**~~Sec. 33-42. Same--Survey required when property line in doubt.~~**

~~Applications for permit to erect, move or alter a structure which is to be located within ten (10) feet of any property line, or which is to be located within twenty-five (25) feet of any existing or proposed highway right of way, or where there is any doubt in the minds of the Director and the Director of the Public Works Department about the location of a property line, shall be accompanied by a certified map from a survey of the premises prepared by a land surveyor, registered in the State, and markers showing the boundary corners, corresponding to the survey, shall be left undisturbed until a certificate of occupancy is issued.~~

\*\*\*

**~~Sec. 33-47. Front street setbacks for commercial uses in BU and IU Districts; pump islands at service stations; light poles.~~**

~~(a) Front setback and yard area requirements for commercial structures in Business (BU) and Industrial (IU) Districts shall be twenty (20) feet, provided that front setback of pump islands for gasoline service stations shall be only fifteen (15) feet, and provided, further, that light standards (poles) shall meet the setback requirements for class B detached signs.~~

~~(b) Detached, freestanding canopies to cover pump islands at gasoline service stations shall be permitted, provided:~~

~~(1) That the nearest edge of the detached canopy to the front property line (measured to the official right of way line) is at least seventeen (17) feet therefrom.~~

~~(2) That the nearest edge of the detached canopy to the side street property line (measured to the official right of way line) is at least twelve (12) feet therefrom.~~

~~(3) No minimum setback or spacing need be provided between the inner edge of the canopy and the gasoline service station building.~~

\*\*\*

**~~Sec. 33-51. Setbacks in business and industrial districts.~~**

~~The minimum setback distances and spacing requirements in all business districts and in IU-1, IU-2 and IU-3 Industrial Districts (see Section 33-273 for IU-C setback requirements) shall be as follows:~~

~~*Front*—Twenty (20) feet.~~

~~*Side street*—Fifteen (15) feet, except where an RU, EU or GU lot abuts a business or industrial lot, then the side street setback shall be twenty-five (25) feet on any part of the commercial structure located within twenty-five (25) feet of the residential district boundary provided, however, if an abutting GU lot is depicted as "Industrial & Office" on the adopted Land Use Plan map of the Comprehensive Development Master Plan and no building permit has been issued for~~

~~a residence at the time of the approval of the building permit for the business or industrial use, the setback shall be fifteen (15) feet from the side street property line.~~

~~Interior side—Zero (0) feet where the adjacent property is BU or IU Districts and where the use of the building is limited exclusively to business or industrial use. The wall along the side property line shall be constructed in accordance with the Florida Building Code.~~

~~Five (5) feet where any openings are provided in the wall of the proposed structure, adjacent to the interior side property lot line.~~

~~Ten (10) feet for such portions of the business structure as are devoted to residential use.~~

~~Fifteen (15) feet where the adjacent property is zoned RU or EU or GU. It is provided, however, that where an abutting GU lot is depicted as "Industrial & Office" on the adopted Land Use Plan map of the Comprehensive Development Master Plan and no building permit has been issued for a residence at the time of the approval of the building permit for the business or industrial use, in such instances the setback shall be:~~

~~Zero (0) feet where the wall along the interior side property line is unpierced and constructed in accordance with the Florida Building Code; or~~

~~Five (5) feet where any openings are provided in the wall of the proposed structure, adjacent to the interior side property lot line.~~

~~Rear—Twenty (20) feet from residential district boundary, except that credit shall be given for full width of dedicated alleys in computing this setback.~~

~~Five (5) feet from business or industrial district boundary, where any openings are provided in wall of proposed structure, adjacent to rear lot line.~~

~~Zero (0) feet from business or industrial district boundary where no openings are proposed in wall of proposed structure, adjacent to rear lot line.~~

~~Same setbacks shall apply for accessory buildings as apply to principal structures.~~

~~Between buildings—Twenty (20) feet.~~

~~Structures containing residential uses or mixed residential business uses shall comply with residential setbacks (for the entire building) as may be required for the residential use in the residential district.~~

**Section 3. Severability.** If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 4. Conflict.** All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

**Section 5. Effective Date.** This Ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this 20<sup>th</sup> day of June, 2007.

PASSED AND ADOPTED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

---

PAUL S. VROOMAN, Mayor

Attest:

\_\_\_\_\_  
ERIKA GONZALEZ-SANTAMARIA, CMC  
Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE TOWN OF CUTLER BAY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN PASTORIZA  
COLE & BONISKE, P.A.  
Town Attorney

Moved By:  
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman \_\_\_\_\_

Vice Mayor Edward P. MacDougall \_\_\_\_\_

Councilmember Peggy R. Bell \_\_\_\_\_

Councilmember Timothy J. Meerbott \_\_\_\_\_

Councilmember Ernest N. Sochin \_\_\_\_\_